

AGREEMENT OF COOPERATION

between

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
and**

UNIVERSITY OF HAIFA, ISRAEL

WHEREAS, Florida Atlantic University (hereafter FAU) headquartered in Boca Raton, Florida, USA, acting by and through the Florida Atlantic University Board of Trustees, wishes to increase international educational opportunities for the FAU university community; and

WHEREAS, the University of Haifa (hereafter UH), a publicly recognized and legally organized institution located in Haifa, Israel wishes to increase international educational opportunities for their university community; and

WHEREAS, representatives of both FAU and UH have held discussions which have established the desirability of consolidating and strengthening the educational and cultural relations between the two parties.

Now, therefore, in recognition of mutual commitments made in the articulation of this agreement, the parties agree as follows:

SECTION I EXCHANGE OF FACULTY

1.0 Exchange of Faculty

1.1 FAU and UH may exchange faculty for teaching or research or other collaborative purposes. The home institution is the sending party and the host institution is the receiving party.

1.2 Interested faculty should submit teaching or research proposals to their home institution's academic coordinator for consideration as part of the exchange. Proposals should explain the objectives for the proposed visit and details on courses to be taught, research to be pursued, or other collaborative activities to be undertaken. If funding is available to support the visit at the host institution, this should be noted in the proposal.

1.3 Once the home institution has approved the faculty exchange proposal, they will provide the proposal and the credentials of the proposed faculty for exchange to the host institution's designated faculty coordinators and academic officers for review and consideration. If there is mutual interest, detailed arrangements can then be made for the faculty exchange to occur and will be outlined in a letter of invitation to be sent from the host institution to the visiting faculty member.

1.4 The duration of any faculty exchange shall not exceed one academic year as defined by the host institution. Unless otherwise agreed upon by both parties, the home

institution will be responsible for the salary and benefits payable to its faculty members participating in a faculty exchange. All other costs associated with the visit will be borne by the participating faculty member unless otherwise noted in the letter from the host institution.

1.5 The host institution will provide reasonable assistance to visiting faculty to locate appropriate housing and get settled at the host university.

1.6 Each home and/or host institution may require the participating faculty to obtain health and medical evacuation insurance. The anticipated costs of this insurance will be shared with the prospective visiting scholar in advance of their travels, and are a personal expense.

1.7 Faculty must comply with all requisite immigration and visa requirements of the host country and the host institution.

SECTION II JOINT RESEARCH

2.0 Joint Research Projects

2.1 In the event a joint research project is proposed by either party, such proposal shall be carefully reviewed by both parties to evaluate the qualifications of the proposed participating faculty members and students (when appropriate) and the location of the research activity. If the joint research project proposal is initially approved by the participating faculty members, such members shall use reasonable effort to seek outside funding for the proposed joint research project. Once the scope of work, the funding and a budget have been mutually agreed upon, the parties will reduce the agreement to writing and have it executed by the appropriate officials. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research.

2.2 In such joint projects between the two institutions, care shall be taken to consider parity in the numbers and institutional ranks of the personnel involved and the publication rights resulting from the research.

2.3 All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution and the laws, rules and regulations of the local site.

SECTION III STUDENTS OVERSEAS LEARNING OPPORTUNITIES

STUDY ABROAD TO UH

3.0 Study Abroad to UH

FAU students may apply to study at UH as a nondegree study abroad student. FAU will nominate students for UH review and acceptance. UH has the final approval on the number and acceptance of the nominated study abroad student(s) and the courses of study to be taken at UH.

4.0 Tuition for Study Abroad Students

Study abroad students are personally responsible for all tuition costs and other fees at UH. Fees will be paid in accordance with UH fees policy. Where applicable, FAU students may use their financial aid. UH will provide FAU with an annual fee schedule to be used to facilitate recruitment of students.

5.0 Registration

Study abroad students (undergraduate or graduate) must be in good academic standing at FAU and must maintain good academic standing pursuant FAU and UH standards at all times.

RECIPROCAL STUDENT EXCHANGE

6.0 Exchange of Students

6.1 Upon mutual agreement in writing by both parties, FAU and UH will agree to promote the exchange of qualified undergraduate and graduate students from each institution for a period of study in South Florida and Israel respectively. The home institution is the institution where the students are typically enrolled and where their degree will be granted. The host institution is the institution where the visiting student will study for the period of the exchange and take classes.

6.2 This exchange is open to students in all fields of study. However each institution may limit access to academic programs and courses on their respective campuses. Upon a request from the host institution and subject to all applicable laws, the home institution agrees to cooperate and provide assistance and information with respect to the candidates for the exchange.

6.3 The host institution has the final approval on acceptance of the nominated incoming visiting student and the courses of study taken

7.0 Number of Students to be Exchanged

7.1 FAU and UH may exchange six (6) students per year for a total number of six (6) semesters for each institution. A student may study for two semesters at a host institution but this uses up two semesters of access in any year. Students may attend in a summer term of 6-8 weeks if both schools agree; one semester student equals two summer students for balance purposes.

7.2 The exchange should balance in both directions every three (3) years of the agreement. If a student withdraws from the exchange before the end of the semester, the student will be included in the calculation of exchange balance numbers for the semester. (Study abroad students to UH are not part of the reciprocal student exchange and will not be counted for exchange balancing purposes).

7.3 The parties can agree to increase the number of allowed exchange students allowed each year by a written addendum to be appended to this agreement.

8.0 Tuition for Exchange Students

As reciprocal exchange students, the student will enroll and pay tuition to their home institution.

9.0 Registration

9.1 Exchange students will be admitted as nondegree students at FAU and UH and must be enrolled at full time status.

9.2 Exchange students must maintain good academic standing pursuant to each of the host and home institutions' standards at all times.

COMMON NOMINATION, SELECTION AND OTHER ADMINISTRATIVE PROCESSES APPLICABLE TO ALL STUDY ABROAD AND EXCHANGE STUDENTS

10.0 Student Nomination and Selection

Each party will nominate students who are both academically and personally suitable for study abroad or exchange program activity. Each party will determine its own method of selecting their students for the exchange, including any required prerequisites and transcript evaluations, and will share their selection process with the host institution. The host institution has the final approval selection and acceptance of nominated students. Both institutions will inform their candidates during the application process that their personal data will be communicated to the host institution. No exchange of personal data will be allowed without the previous consent of the applicant.

11.0 Language Proficiency

Students must possess language ability necessary to fulfill their academic work. UH will nominate students for study at FAU who have sufficient proficiency in English to excel at FAU. FAU reserves the right to request TOEFL or IELTS scores. FAU will nominate students for study at UH with adequate language proficiency when required for courses at UH, including Hebrew where appropriate.

12.0 Housing, Meals and Miscellaneous Costs

12.1 The individual student is responsible for the costs of housing, meals, books, international and domestic transportation, and other personal expenses during the period at the host institution. The host institution will share information on local housing options for students.

12.2 Minor administrative fees (e.g. university application fees, parking assessments, student organization fees) may be charged by the host institution, and are the responsibility of the visiting exchange student. The anticipated costs of these fees will be provided to the prospective students in a timely manner in advance of their arrival at the host institution. No refund of administrative fees will be made if a student is unable to complete his or her course.

13.0 Health Insurance

FAU and UH may require their own students to obtain health and medical evacuation insurance before they depart on the exchange, pursuant to home institution policies and applicable laws. In addition, each host institution may also require incoming exchange students to purchase on site health and medical evacuation insurance, pursuant to host institution policies and applicable laws. The requirements of the host institution in this regard will be provided to the prospective students in a timely manner in advance of their arrival at the host institution. Costs associated with any insurance requirements of either the home or host institution shall be the sole responsibility of the student. Each host institution will further explain the coverage terms, conditions and limitations of same to visiting students at the start of any study period.

14.0 Immigration Policies and Study Visas.

Students must comply with all requisite immigration, passport, and visa requirements of the host country and host institution at their own expense.

SECTION IV OTHER ACTIVITIES

15.0 Other Activities

FAU and UH may explore the development of additional mutually agreed upon cultural and educational activities involving FAU and UH faculty, scholars, students and staff. Any new joint activities and projects shall be outlined in detail in a written addendum to this Agreement signed by both parties.

SECTION V GENERAL PROVISIONS

16.0 Non- Discrimination

The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

17.0 Relationship of Parties

This agreement shall not be construed to create a relationship of institutions, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent entities. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

18.0 Agreement Coordination

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for FAU for academic matters will be Dr. Catherine Meschievitz, Director of the Office of International Programs working closely with relevant Dean's Offices of colleges participating in activities contemplated and taking place under this agreement. The initial coordinator for UH is Dr. Hanan Alexander, Dean of Students and Head of the International School. Parties agree that each coordinator will collect and distribute to the other, as requested and as reasonably appropriate, information about the facilities, staff, research, publications, and library and educational resources at the respective institutions.

19.0 Accreditations

FAU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (hereafter SACS) to award associates, bachelors, masters and doctoral degrees. The accreditation of FAU does not transfer to, extend to, or include UH by virtue of this agreement. FAU will abide by and follow the policies and procedures of SACS in carrying out this agreement. UH agrees to provide timely access to the premises, faculty, students, staff, and records of UH when such access is requested by SACS for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated by this agreement.

20.0 Diplomas, Certificate and Other Documents

Neither the name of FAU or UH nor the signature of its officials shall appear on the diplomas, certificates, and other such documents which might be produced by the other institution without the written permission of the coordinator for the institution whose name is being invoked.

21.0 Period of Agreement, Renewal and Termination

21.1. This agreement will be effective on the date of the final signature of both parties to this agreement. Thereafter the agreement will be effective for six (6) years. Either party may terminate this Agreement for any reason by providing written notice to the other party at least ninety (90) days prior to the termination date. Any student or faculty participating in an activity sponsored under this agreement at the time of the termination shall be allowed to complete the relevant activity with such period of completion not to exceed one year.

21.2. Except in the case of a material breach that results in a notice of termination by a party, if a party intends to terminate the agreement at the point in which there is an imbalance in the number of students in the student exchange, as described in Section 7, the university having hosted the larger number of students may continue to send students to the other institution until the imbalance is rectified, as long as this takes no more than 1 year. The termination notice provided by the terminating party shall then specify a termination date effective at the conclusion of that 1 year period.

21.3 This agreement may be renewed by mutual written agreement of both parties..

21.4. If any party fails to follow the terms and conditions of this Agreement as set forth, the other party has the right to terminate the agreement immediately upon written notice to the other.

21.5. FAU may cancel this agreement at any time for refusal by UH to allow public access to all documents, papers, letters, or other materials, pertaining to the activities contemplated by this agreement, subject to Chapter 119, Florida Statutes. Chapter 119 outlines the state open records policy for state agencies and universities. All parties agree to maintain the confidentiality of student records to the maximum extent required by law.

22.0 Use of Institutions' Names: Advertising and Publicity

Neither party to this agreement shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other, respective institution. Any advertising or other promotional material or language promoting this cooperative agreement must be approved in advance in writing by the relevant FAU and UH coordinator, and any other appropriate FAU and UH officials. Upon request, both FAU and UH agree to submit any proposed language relating to the existence of, or any program arising out of, this agreement to the other party for written approval prior to publication or use.

23.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

24.0 Non-Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

25.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida with respect to FAU and the laws of Israel with respect to UH; provided, however that the conduct of any program participants while engaged at the host institution shall be governed by the laws and regulations of the host institution, and any such laws and regulations of the home institution that may apply to them.. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

26.0 Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U. S. Postal Service or certified or express mail, or other overnight mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows:

To: FLORIDA ATLANTIC UNIVERSITY

Catherine S. Meschievitz, Ph.D., Director,
Office of International Programs
777 Glades Road GS(2) 212Q
Boca Raton, FL 33431
Phone: 561-297-3282
Fax: 561-297-2850
E-Mail: cmeschie@fau.edu

And

To: UNIVERSITY OF HAIFA
Professor Hanan Alexander
Dean of Students and Head of the International School
Abbba Hushi Road
Mt Carmel
Haifa 31509 Israel
Phone :972 4 824 0766
Fax: 972 4 824 0391
Email : hanana@edu.haifa.ac.il

27. Amendments

Amendments and notifications to the terms and conditions of this Agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications.

28.0 Budgetary Considerations

Performance under this agreement shall be subject to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: MJ Saunders

Name: Mary Jane Saunders Ph.D.
Title: President

Date: 3-11-13

9/13/12
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Approved as to Form
and Legality
General Counsel
Florida Atlantic University

UNIVERSITY OF HAIFA

By: _____

Name: Mr. Amos Shapira
Title: President

Date: _____

UNIVERSITY OF HAIFA

By: _____

Name: Prof. David Faraggi
Title: Rector

Date: _____

