



**Agreement of Affiliation (Memorandum of Understanding)
Between Aquinas College,
The Pontifical University of John Paul II,
and The John Paul II Project**

(hereinafter referred to as “Agreement”)

The Home Institution Aquinas College at 1700 Fulton St. E Grand Rapids, MI 49506 (hereinafter referred to as “home institution” or “Home Institution”) and The Pontifical University of John Paul II in Krakow, located in 25, Kanonicza St. 31-002, Krakow, Poland, represented by Rector – Rev. Prof. Wojciech Zyzak (hereinafter referred to as “host institution” or “UPJP2”) and the John Paul II Project, located in 10328 Green Mistletoe Court Orlando, Florida 32825, The United States of America, represented by President - Corinne MacDonald (hereinafter referred to as “intermediary institution”) hereby institute an agreement of affiliation with respect to Home Institution’s participation in academic programs abroad.

This Agreement shall include the following features:

1. **Purpose:** The purpose of this Agreement is to continue an affiliation so that a set number of qualified *Home Institution* students are assured of admission to 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:
 - a. JP2 Project Study Abroad Programs
3. **Principles of cooperation:** UPJP2 provides necessary data to intermediary institution. Home Institution students data are provided to UPJP2 by Home Institution and intermediary institution. UPJP2 does not transfer Home Institution students data to Home Institution. Intermediary institution fulfills the requirements of personal data protection set out in the Regulation (EU) 2016/679

of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

4. Participants:

- a. Home Institution agrees to collect and submit applications directly to Intermediary Institution

5. Duration of studies: The duration of study will be the duration of the summer program each academic year.

6. Non-degree admission:

- a. *Home Institution* will recruit, select and nominate a certain number of linguistically and academically qualified undergraduate/graduate students to enroll as non-degree students in instructional programs offered by UPJP2, which shall have final approval on non-degree admission. These students will not be candidates for degrees conferred by the host institution.
- b. Both institutions agree to accept only those students who participate under the conditions of this Agreement. Individual applications for direct enrollment or will only be accepted with the primary approval of *Home Institution*.

7. Language of instruction: The language of instruction in the program is English.

8. Terms of Affiliation: Students participating under the terms of this affiliation agreement will be entitled to participate in an orientation program organized by the intermediary institution, where students will be made aware of risks to health and safety and emergency procedures. Parties affirm they have written policies and procedures in place that provide for appropriate and responsive protocols in the event of a report of a safety violation. Intermediary institution will provide copy of protocols to home institution upon request.

9. Financial Arrangements:

a. Tuition:

- i. *Home Institution* students will pay tuition to *Home Institution*. Intermediary institution will invoice *Home Institution* the entire program amount for all participating *Home Institution* students.

b. 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 by the Department of Education, 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 *Home Institution* student participating in a program under this agreement must be a degree candidate in good standing at *Home Institution* during the period of study at host institution. *Home Institution* will determine financial need and award funds to eligible students.
3. *Home Institution* will retain all authority and responsibility for administration of financial aid to *Home Institution* students participating in a program under this agreement.
4. Host institution and intermediary institution agree **not** to provide any financial resources to the *Home Institution* student without the written permission of *Home Institution*.
5. A *Home Institution* student participating in a program under this agreement will be considered in visiting status at host institution during the period of study noted on the contract.
6. A *Home Institution* semester student participating in a program under this agreement must carry a course load equivalent to the full-time *Home Institution* 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 9 credits to be eligible for financial aid. Accordingly:
 - a. Enrollment confirmation must be provided by host institution or intermediary institution to the *Home Institution* Registrar's office before financial aid can be disbursed to the *Home Institution* student participating in the program; and
 - b. Intermediary institution agrees to immediately report to *Home Institution* any changes to a *Home Institution* exchange student's enrollment status while at host institution.
 - c. Intermediary institution agrees to notify *Home Institution* within 14 calendar days if a *Home Institution* student withdraws from host institution or stops attending all courses.
7. Host institution agrees to report to *Home Institution* the academic course work completed by each *Home Institution* student participating in the program and the grades earned. Host institution must provide transcripts for *Home Institution* students in English.

10. **Room and Board:** The intermediary institution will provide room and full board (three meals a day) for the duration of the Program. All housing will be vetted for safety and suitability prior to the students' arrival.
11. **Health Insurance:** *Home Institution* students are required to be covered by health insurance, and additionally receive emergency medical & travel insurance for the duration of the period of study abroad, which is offered through the intermediary institution and required by the host institution.
12. **Indemnification:** *Home Institution* agrees to indemnify and defend UPJP2 against any loss or claim caused by the negligence of *Home Institution* or its agents, and UPJP2 agrees to indemnify and defend *Home Institution* against any loss or claim caused by the negligence of UPJP2 or its agents.
13. **Visas:** UPJP2 will facilitate the acquisition of appropriate visas/stay permits for Home Institution students. However, the students are ultimately responsible for obtaining required documents and visas/stay permits in compliance with all relevant requirements and immigration law.
14. **Facilities:** All facilities at the programs site(s) are available to students enrolled under this Agreement.
15. **Prompt Notification:** Intermediary institution will provide prompt notification to Home Institution of any "serious incidents" of which it is aware that occur involving Home Institution students. Host institution will provide prompt notification to intermediary institution of any "serious incidents" of which it is aware that occur involving Home Institution students. For the purposes of this Agreement, "serious incident" means: an actual or threatened tragic or traumatic event or situation, (within or outside of the host country) which affects, or has the potential to affect, a student, the student's family members or others including staff and friends in a traumatic way. This may include 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) assault, including sexual assault; (6) drug or alcohol abuse; (7) accusation of any student misconduct or criminal offense.
16. **Correspondence:** The official language of all correspondence between the partner institutions will be English. Applications and correspondence from all parties should be sent to the following designated offices:

For Home Institution: Aquinas College- Study Away
1700 Fulton St. E
Grand Rapids, MI 49506,

For UPJP2: Uniwersytet Papieski Jana Pawła II w Krakowie
ul. Kanonicza 25
31-002 Kraków, Poland

For John Paul II Project: John Paul II Project
10328 Green Mistletoe Court
Orlando, FL 32825

17. **Terms of Agreement:** This Agreement is dated *4/1/19* and will come into force upon signature by authorized representatives of all parties. It will continue for the period of 2 years beginning with the Summer 2020 Term and conclude with the 2022 Term. Either Home Institution or UPJP2 may terminate this Agreement by written notice to the other. Such termination will be effective six (6) months from the date of written notice. Should this occur, both institutions agree to carry out the terms of the Agreement for any student currently participating under the Agreement.
18. **Changes to the Agreement.** This Agreement may be modified, amended, or renewed by written consent of the parties signing below or by their legitimate successors.
19. **Legal Jurisdiction:** The law applicable to this Agreement is Polish law.
20. **Personal Data:** Whereas General Data Protection Regulation is applicable in Europe, Parties of this Agreement confirm as follow:
- a) UPJP2 is the data administrator provided by Home Institution and intermediary institution as well as data collected independently;
 - b) UPJP2 does not transfer data to Home Institution or other entity with a seat outside the European Union;
 - c) Intermediary institution is represented in Europe and fulfills the requirements set out in the General Data Protection Regulation.
21. **Resolution of Disputes:** Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be jointly referred to the legal authorities of both Parties or their nominees for resolution. In case the dispute remains unresolved, it shall be resolved by the competent common court for the UPJP2.

The parties signing below for Home Institution, UPJP2, and The John Paul II Project hereby warrant and represent that they have right, power, and authority to execute this Memorandum of Understanding on the date signed.

This Agreement is signed in two original copies, one of which will be retained by each University.

**The Pontifical University of
John Paul II in Krakow**

Rev. Prof. Wojciech Zyzak

Aquinas College

Dr. Stephen Barrows

Signature

Date: _____

Abp. Marek Jedraszewski
Great Chancellor of UPJP2

Signature

Date: _____

John Paul II Project
Corinne MacDonald
President

Signature

Date: _____

Aquinas College
Timothy Ramsay
Director of International Programs

Signature

Date: _____

Signature

Date: _____