

ASSOCIATED SCHOOLS CONSORTIUM AGREEMENT

This **CONSORTIUM AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (as defined below) between **JERUSALEM UNIVERSITY COLLEGE** (“JUC”) and _____ (the “Home Institution”). JUC and the Home Institution are collectively referred to as the “Parties.”

- A. JUC is an independent, degree-granting academic institution based in Jerusalem, Israel.
 - B. Dozens of accredited colleges, universities and seminaries are members of JUC’s Consortium of Associated Schools (the “Association”), through and by which students from associated schools have the option to study abroad with JUC.
 - C. The Home Institution, upon execution of this Agreement, is a member of the Association.
 - D. This Agreement outlines the relationship between JUC and the Home Institution as a member of the Association.
1. **Priority of Applicant.** JUC will prioritize consideration of applicants from the Home Institution in admissions and scholarship decisions. JUC reserves the right to make, in its sole discretion, all admissions and scholarship decisions related to all of its programs.
 2. **Contractual Agreement.**
 - a. JUC will provide instruction for students of the Home Institution per its normal practices and procedures.
 - b. The Home Institution will accept for full credit courses taken by its students at JUC on the same basis as if those courses had been offered at the Home Institution, and in accordance with institutional procedures at the Home Institution. These courses may be listed in the Home Institution’s academic catalog.
 3. **Conditions and Provisions.**
 - a. Any student taking classes under this Agreement will be considered enrolled in the Home Institution, and the Home Institution will be considered the degree-granting institution.
 - b. The Home Institution will determine enrollment status based on the number of semester units for which the student is enrolled at JUC.
 - c. Satisfactory academic progress will be tracked and determined by the Home Institution in accordance with appropriate policies and procedures. To facilitate the determination of satisfactory academic progress, JUC will send to the Home Institution the grades and number of units completed for each student at the end of each semester, or within a reasonable time thereafter.

- d. All refunds and repayments (including refunds in the event of a withdrawal) will be tracked and calculated by the Home Institution in accordance with standard or existing policies and in accordance with applicable law.
- e. All student records, including academic and financial aid records, will be maintained and safeguarded by the Home Institution in accordance with applicable law. The Home Institution will be responsible for disbursing financial aid and generally monitoring student eligibility for various types of aid.
- f. The Home Institution will publish notice of the consortium relationship outlined herein in the Home Institution's academic/course catalog and school website. JUC may review and approve, upon reasonable request, the Home Institution's notice of the program and other advertising materials related to the program.
- g. The Home Institution will promote the various programs available at JUC. As part of this promotion, the Home Institution will appoint a contact person from among its faculty with whom JUC may correspond regarding the Association and the relationship contemplated herein. He or she shall have the full support of the administration of the Home Institution to promote JUC programs and to encourage students at the Home Institution to take full advantage of the consortium relationship.
- h. JUC may, in its sole discretion, and at periodic intervals, review the policies and procedures of the Home Institution that relate to, or have bearing on, this Agreement and the relationship contemplated herein. The Home Institution must make available such policies and procedures for review by JUC upon request.

4. Term and Termination.

- a. This Agreement is effective as of the Effective Date (as defined below) and will remain effective until terminated under this Section 4.
- b. This Agreement may be terminated by either party for any reason or no reason upon sixty days' written notice to the other party. This Agreement may also be terminated pursuant to Section 6(b) below.

5. Indemnification.

- a. The Home Institution will indemnify and hold harmless JUC, and its board members, officers, employees, agents, and representatives from and against all damages, liabilities, costs, expenses, claims and/or judgments, including reasonable attorneys' fees, which arise out of or result from actions or activities of the Home Institution, or its officers, employees, agents, or representatives, in furtherance of, or in connection with, this Agreement.
- b. JUC will indemnify and hold harmless the Home Institution from and against all damages, liabilities, costs, expenses, claims, and/or judgments, including

reasonable attorneys' fees, attributable to the negligent acts or omissions of JUC in furtherance of activities described in this Agreement.

6. Resolution of Disputes.

- a. The Parties agree to use their best efforts to mutually resolve any disputes that may arise out of this Agreement.
- b. If the Parties cannot resolve disputes under Section 6(a), this Agreement as between the Parties shall terminate at the next available opportunity; provided, however, that existing or ongoing programs shall be given sufficient time to conclude under the terms of this Agreement.

7. Conduct. The Home Institution's faculty and students will abide by the local and national laws of the country of each party herein and by the rules and regulations of JUC.

8. General.

- a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflicts of law of such state, and shall be binding upon the parties hereto in the United States and worldwide. Any claims or legal actions by one party against the other arising under this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state or federal court located in Greene County, Ohio. Both parties hereby submit to the jurisdiction and venue of any such court.
- b. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement.
- c. **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.
- e. **Entire Agreement; Modification; Waiver.** This Agreement is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties hereto, whether written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date it is executed by both Parties (the “Effective Date”).

JERUSALEM UNIVERSITY COLLEGE

By: _____

Title: _____

Date: _____

HOME INSTITUTION

By: _____

Title: _____

Date: _____