New York University and the University of Virginia

Letter of Agreement for Cooperation
New York University in London Program

This Agreement is dated as of February 15, 2005, and is between New York University, a New York Education Corporation with its principal office located at 70 Washington Square South, New York, NY 10012 ("NYU") and the Rector and Visitors of the University of Virginia, a non-profit institution with its principal offices located in Charlottesville, Virginia ("UVA"). The parties hereby agree as follows:

Article 1: Enrollment; Admission

a. NYU will make available to UVA an enrollment allotment in its London study abroad program (the "Program") of thirty full-time undergraduate students for each fall and spring semester beginning with the Fall Semester, 2005, and continuing through and including the Spring Semester, 2008. The Program is further described on the website www.nyu.edu/studyabroad (the "Website"), which description is incorporated herein by reference, as it may be modified from time to time. The Program is housed by, and administered in London on behalf of NYU, by NYU in London ("NYUL"). As a general matter, NYU will include UVA students in the Program in the same manner as NYU students, without distinction, differing benefits or modification of the Program, except as expressly provided herein. For all purposes of this Agreement, the academic calendar shall be the calendar for NYU's study abroad program in London, copies of which will be available to UVA on the Website.

b. UVA will select UVA students for participation in the program in accordance with the following criteria: (i) only the best-qualified students should be selected, (ii) each participant will be a student in good standing who has completed one prior year of undergraduate study at UVA and (iii) each student shall have a G.P.A. of at least 3.0. UVA shall notify NYU no later than sixty (60) days prior to the beginning of each Semester of the number of enrollments, which NYU will be utilizing for such Semester. No later than forty-five (45) days prior to the beginning of each Semester, UVA shall notify NYU of the names of the students who have been selected and shall forward completed application forms, including medical history releases, MMR (Measles, Mumps, Rubella) forms, Advisor forms, and a Housing Option and License form, in each case on a form to be provided by NYU, to NYU and to NYUL. Notwithstanding the foregoing, the parties acknowledge that (x) UVA shall, as an initial matter, admit all UVA students to UVA according to its own academic standards and criteria and will register students with UVA prior to processing their applications to study abroad in London and (y) in the event that NYU has questions about the qualifications of a proposed UVA student, the parties will work together to answer such questions and agree as to whether or not such student is to be admitted to the Program.
c. UVA and its students shall obtain information about the proper guidelines and procedures for course registration from NYU. NYU will include UVA students in the registration process in the same manner as NYU students without distinction or differing benefits.

d. Within the enrollment allotment allocated to, and used by, UVA in any Semester, UVA shall, at any time prior to the actual beginning of the Program, have the right to substitute a student should a previously accepted student withdraw from the Program, provided that the substituted student meets the academic criteria specified herein.

Article 2: Curriculum; Course load; Schedule

a. The curriculum for the Program shall be listed on the Website from time to time and shall be subject to change based upon faculty availability, student demand and other factors. NYU will consult with UVA from time to time upon request as to the curriculum and any suggestions, which UVA may have.

b. UVA students shall enroll for up to 18 NYU credits maximum.

Article 3: Housing

a. All students participating in the Program are required to live in NYU housing. NYU, through NYUL, will make available to the number of UVA students covered by this Agreement dormitory housing in one of NYUL's available facilities. Student Housing Option and License forms must be completed and delivered to NYU no later than forty-five days prior to the beginning of each Semester under the terms outlined in Article 1 (b). UVA and its students shall obtain information about housing and the features associated with the various housing options from NYU. Students may indicate a preference for type of accommodations but NYUL cannot guarantee any UVA student their choice of accommodation. UVA students will be notified of their housing assignment by NYU in the same manner and timeframe as NYU students.

b. Housing Costs:

NYU will charge housing fees to UVA students in the Program in the same manner as NYU students, without distinction, differing benefits or modification.

NYU will inform UVA of exact housing cost five (5) working days after students have made their final housing selection.
NYU must receive payment for housing from the University of Virginia for each student under the terms described in Article 4 (d). NYU cannot guarantee that housing will be provided to students who do not complete timely applications and make payments by such date.

c. UVA shall collect all payments relating to housing from the UVA students and pay such amounts, in the aggregate, directly to NYU in accordance with Section 4(f). NYU will then coordinate with NYUL on all matters, including payment, relating to housing.

d. All personal and living expenses, including without limitation board, textbooks and supplies, round-trip international travel and travel while participating in the Program, will be the personal responsibility of the student.

Article 4: Payment; Refunds

a. UVA shall pay NYU the following per student rate which shall cover tuition, general fees for the Program, membership in the Senate House which provides library benefits, the Basic Health Service described in Article 9, and general program activities:

- Fall 2005 and Spring 2006 Semesters $8,370 per student
- Fall 2006 and Spring 2007 Semesters $8,370 per student
- Fall 2007 and Spring 2008 Semesters $8,370 per student

b. NYU will assess additional fees to cover special fees associated with specific courses (e.g. theatre course involving trips) and will include said fees in the aggregate.

c. NYU will provide UVA with the aggregate detailing Housing charges described in Article 3; Tuition and Fees described in Article 4 (a); and Special Course Fees described in Article 4 (b), as follows:

I. four (4) weeks prior to the beginning of the Program during each Semester, the aggregate to date; and

II. an adjusted invoice to reflect payments by UVA as outlined in 4 (d) by the end of fourth week of the Semester
d. All payments under Article 3 and Article 4 (a) and (b) shall be paid by UVA to NYU as follows:

I. two (2) weeks prior to the beginning of the Program during each Semester, 50% of the aggregate student fee for that Semester; and

II. the remaining 50% of the aggregate student fee for such Semester shall be paid by the end of the eighth week of the Semester.

e. UVA will inform NYU of the number of students it wishes to send each semester 3 months before the first day of the semester. UVA will reconfirm that number six weeks before the first day of the semester and can adjust the number from that given three months before the start of the semester without penalty, assuming that the variation is not more than by 3 students. The confirmed number is the number of students for which UVA will pay housing and tuition costs, regardless of the actual numbers that appear in London for start of semester. No refunds are given for students who withdraw during the semester, however, refunds in exceptional circumstances such as serious student illness or a death in the student’s immediate family may be considered on a case-by-case basis. NYU will have the authority to make the final determination in exceptional cases.

f. All payments to NYU hereunder shall be by check payable to “New York University” delivered to Bill Wong, Director of Global Finance and Administration
New York University
7 E.12th Street
New York, NY 10003

Article 5: Program Administration

a. The program is to be considered the “New York University in London Program” for purposes of this agreement. UVA, in its own communications, may refer to the program as “UVA in London, in association with NYU”.

b. NYU agrees to evaluate each UVA student’s performance in each class at the end of the semester and to issue a grade determined by the program instructors. The grades will then be collected by the Resident Director and submitted to UVA within fifteen (15) business days of the end of the Semester. All UVA students will receive UVA credit only for the courses they complete in the Program and UVA will establish the basis on which UVA students enrolled in the program shall be granted academic credit by UVA.
Article 6: Non-discrimination

Both parties agree to take affirmative action to ensure that student applicants are treated without regard to their race, color, religion, sex, age, national origin, disability, veteran status, marital or parental status, or sexual orientation.

Article 7: Student Affairs

a. All students in the Program shall comply with all policies and procedures of NYU and NYUL, including without limitation disciplinary policies and housing contracts, and shall be subject to the provisions relating to violations of such policies and procedures.

b. The Resident Director or an appropriate employee of NYU at NYUL shall promptly notify the UVA International Studies Office of any disciplinary or other problems (including any emergency situations) and both NYUL and NYU shall cooperate with UVA in administering such matters in accordance with the student affairs policies of NYU and UVA. UVA shall designate at least one senior administrator or faculty member as an emergency contact who is vested with the authority to act on UVA’s behalf and shall provide NYU with the name and 24 hour contact information of said individual. All communication with NYJ or NYUL by UVA concerning student affairs should be directed in the first instance to the NYU Associate Director of Study Abroad Student Services in New York.

c. NYU shall have the right to terminate the participation of any student in the Program, and in any other program, service or benefit of NYU or NYUL at any time if such student's academic work or behavior is not suitable in the judgment of NYU. Termination of a student’s participation in the Program will not be effected without prior consultation by NYU with UVA. As students are enrolled at UVA, UVA’s dismissal policies must be included in the termination processes, in addition to NYU’s termination process. Students may be issued interim suspension or suspension from the New York University in London program in consultation with the UVA International Studies Office and the Dean of Students. This is intended to be an interim solution to deal with an urgent situation and does not necessarily impact student status at UVA. University policies and procedures for suspension must be considered in any such action. Policy will be in keeping of UVA Standards of Conduct of the UVA Undergraduate Record available at: http://www.virginia.edu/registrar/records/ugradrec

d. UVA will arrange for a mandatory orientation program to be conducted for all UVA students attending the Program which shall include attendance and participation by an NYU administrator and shall cover NYU’s rules, regulations, policies, and procedures, provided that NYU may elect in lieu of direct participation to train a UVA administrator to give the orientation session and UVA will cooperate in connection therewith. UVA will arrange for each UVA student to sign a travel release form relating to UVA and NYU will arrange for
signature of a form covering NYU and NYUL. The parties acknowledge that signing of such release forms is a condition to participation in the Program.

Article 9: Health Insurance; Other Insurance

a. All Students must demonstrate to NYU prior to departure for London that they have health and accident insurance coverage during the period of enrollment in the Program. The policy must cover (i) major medical and basic accident and illness risks, (ii) the student while in the United Kingdom and in other countries which the student may visit during the Semester, and (iii) medical evacuation and emergency repatriation. In addition, the policy should provide a list of recommended providers of service in London.

b. Each student will, as part of the fee paid to NYU hereunder, be covered by the Capitation Scheme of the University of London Central Institutions Health Service. Members of this plan will be registered at the Gower Street Clinic located near NYUL. Coverage will be determined from time to time by the Scheme but currently provides the following services from the Gower Street Clinic at no charge:

i. access to the appointment system for routine consultations with a doctor at Gower St.

ii. access to Emergency clinics for illness needing immediate attention on the same day

iii. access to “out of hours” emergency services for urgent medical needs

iv. provision of NHS prescription medications

v. sexual Health Services including contraceptive advice, free condoms, emergency contraception (the “morning after pill”) and referral to STD clinics

vi. minor ailments such as colds, flu and stomach upsets are accommodated in the Daily Nurses Clinics

vii. travel Clinics provide general travel advice and vaccinations (some charges)

viii. asthma clinics are by appointment with a CIHS nurse

ix. healthy Lifestyle clinics are by appointment with a CIHS nurse and include well women checks, cardiovascular disease prevention and advice on smoking and diet

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x. diet Clinics provide healthy eating and dietary advice

xi. access to CIHS Student Counseling Services

xii. access to assessments by visiting psychiatrist if needed.

Article 10: Duration of Agreement; Offices Responsible for Agreement; Miscellaneous

a. This agreement shall continue for six consecutive academic fall and spring semesters, ending on May 31st, 2008. This agreement may be extended or renewed by written agreement of the parties. Upon the occurrence and continuation of any failure by either party to perform any of its obligations hereunder, the other party may give written notice to the breaching party specifying such failure and the breaching party shall have 10 days in which to cure such failure. In the event that such failure cannot be cured with such period, the non-breaching party may elect to terminate this Agreement effective 10 days following delivery by the non-breaching party to the breaching party of written notice of termination. In addition, either party may at any time and for any reason prior to April 1, 2005, terminate this Agreement upon giving 10 days written notice to the other party. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall occur at the end of the Semester then in effect, if any, and the parties shall use all reasonable efforts to ensure continuity in the educational experience of students in the Program.

b. The agreement will be binding upon the respective parties. The offices responsible for the administration of this agreement are:

At University of Virginia: International Studies Office
University of Virginia
P.O. Box 400165
Charlottesville, VA 22904
Attn: Director

At New York University: Office of the Vice Provost for Global Affairs
New York University
70 Washington Square South
New York, NY 10012

All notices shall be sent to these addresses unless notice is received by either party of a change in address.

c. Nothing contained in this Agreement shall be deemed to create any agency, partnership or joint venture between the parties. Neither party shall have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other except as explicitly provided herein.
d. Neither party shall use the name, trade name, trademark, or any other designation of the other party, any school, college, division, department, or other unit of such party, or any employee of such party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of such party.

e. This Agreement reflects the entire understanding between the parties. This Agreement may not be amended, except through a written instrument signed by both parties. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party without the prior written consent of the other party. Any purported assignment without such prior consent shall be null and void. No waiver of any term or condition of this Agreement shall be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. This Agreement is not for the benefit of any third party.

IN WITNESS WHEREOF, both institutions have executed this Agreement as of the date first above written:

For New York University

David-Hillel Ruben
Director, NYU in London
Date: 04 April 2005

For the University of Virginia

Leigh E. Grossman
Vice-Provost for International Affairs
Date: 3/14/05

Stephen A. Kimata
University Comptroller
Date: 3/18/05

Stephen A. Kimata
Assistant Vice President for Finance and University Comptroller for the Rector and Visitors of the University of Virginia