Academic Consortium for Architectural Studies Contract

On this 4th day of June, 2013, Estonian Academy of Art (hereinafter referred to as “Academy”) and Virginia Polytechnic Institute and State University (hereinafter referred to as “Virginia Tech”), through its College of Architecture & Urban Studies (CAUS), Washington-Alexandria Architecture Center (WAAC), 1001 Prince Street, Alexandria, VA 22314, do hereby enter into this Contract under the following terms and conditions.

1. PURPOSE:

The purpose of this document is to set forth the agreements concerning the Academy’s participation in an Academic Consortium for Architecture Studies located at the College of Architecture and Urban Studies (CAUS) Washington-Alexandria Architecture Center (WAAC) facility, 1001 Prince Street; Alexandria, Virginia 22314, USA.

2. TERM OF CONTRACT:

This Contract shall begin on August 1st, 2013 and shall terminate August 1st, 2016.

3. TERMINATION FOR CAUSE:

Either party may terminate this Contract for cause based upon the other party’s failure to comply with the terms and/or conditions of the Contract; provided that written notice shall be provided specifying the failure. If within thirty (30) days after receipt of such notice, the defaulting party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party providing notice may, at its option, place the other party in default and the Contract shall terminate on the date specified in such notice. The party providing notice may exercise any rights available to it under law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Contract.

4. TERMINATION FOR CONVENIENCE:

Either party may terminate the Contract at any time by giving thirty (30) days written notice to the other party. Virginia Tech shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

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5. ASSIGNMENT:

Neither party may assign their interest in this Contract without prior written consent of the other party. Subject to the foregoing, this Contract shall inure to the benefit of, and be binding on, the parties hereto, their successors and assigns.

6. PAYMENTS:

The applicable payments by Academy to Virginia Tech are detailed in section: 12.A., 12.B., and 12.C.

All payments made by Academy are to be complete by two weeks prior to the beginning of the semester in which the students of Academy begin their academic program. The collection and transfer of payments is the responsibility of Academy under sections 12.A., 12.B., and 12.C. Academy may delegate the payment of fees to the students of Academy – in this case all payments by the students of Academy will be complete within the first two weeks of the Semester in which the students of Academy begin their academic program.

Payments made to Virginia Tech are made payable to: Treasurer of Virginia Tech, and mailed to College of Architecture & Urban Studies, Attn: Marty Simpson, 202 Cowgill Hall (0205), Blacksburg, Virginia, USA 24061.

Payments made to Virginia Tech are to be made payable to: Treasurer of Virginia Tech.

7. ALTERATIONS:

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. DEFINITIONS:

In this Contract, "home institution" will mean the Institution from which students/faculty originate. "Host institution" will mean the institution which has agreed to receive the students/faculty from the home Institution.

8. COURSE OF STUDY:

The academic program of each student will be determined by the student and student's advisor at the home institution. A record of the academic program will be kept in the student's file by the host institution for the period of residence at the host institution and will be made available to the home institution.

9. CONTACT PERSON:

Each institution will designate a person responsible for the administration, coordination and management of the program. The responsible persons will inform their counterparts of changes to programs. For Virginia Tech, those individual(s) are:
The following agreements are made to fulfill responsibilities of students and faculty:

A. **Student & Faculty Eligibility**: The host institution will accept students upon designation of the home institution at discretion of the faculty of the home institution. Only students who are both academically and personally suitable for study abroad programs will be recommended. Obligations of each institution under this agreement are limited to students and faculty and do not extend to partners or dependents. Expenses of accompanying partners and dependents are the responsibility of applicable individual students and/or faculty. All students must be have completed at least three years of Architectural Studies and must be 21 years of age at the beginning of academic studies at the WAAC.

B. **Language Skills**: Adequate language skills in English are required for all student and faculty participants.

C. **Admission & Credit Certification**: Academic credits given at the host institution will be accepted by the home institution with regard to its own degree requirements and policies. All students will remain enrolled as regular full-time or part-time degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution.

D. **Fees & Governance**: No tuition will be charged by either institution under this Contract to participating students. All students must register and pay tuition at their home institution. Fees paid by all students at WAAC such as laboratory fees, specialized instruction costs...
and the Center Activities Fee (presently at $205.00) will be the responsibility of the student in residence.

E. **Travel, Housing Subsistence, Health Insurance, etc.:** Students are responsible for all travel, books and subsistence. Students and faculty are required to obtain health insurance and requisite immunization as required by the host institution.

F. **Access to Facilities:** Visiting students will have complete access to all faculty and facilities of the host institution. Visiting students have equal rights and responsibilities of home students.

G. **Visas:** Students and Faculty coming from the Academy are responsible for obtaining a J-1 or other appropriate visa prior to their participation in the academic consortium. There is a possibility that professional office experience will be available upon completion of their academic work or during the academic period. Only 20 hours per week will be allowed for professional work during the academic period. Virginia Tech shall provide reasonable efforts to assist Academy faculty with their efforts to obtain a J-1 (or other suitable) visa as part of the academic consortium relationship.

11. **CAUS/WAAC RESPONSIBILITIES:**

WAAC assumes the responsibility for the following as a part of their acceptance of this agreement:

A. Providing faculty office areas, student studio stations, utilities and maintenance (heat, air conditioning, water, lights, and trash removal) for Academy academic activities within the Center.

B. Providing Academy students and faculty with reasonable access and use of total WAAC facilities including darkrooms, shops, library, video equipment, and computer lab, photography labs and the Distance Learning classroom.

C. Providing Academy students and faculty with reasonable secretarial support, photocopy facilities (up to 1,000 copies per semester), word processor and computer internet/on-line time. Computer equipment for use by visiting faculty will be the responsibility of Academy.

D. Providing Academy with basic local telephone service. Long distance service by faculty or students from Academy will be documented on the system and will be billed on a cost-reimbursable basis directly to the faculty or Academy.

E. Providing Academy with an option to utilize a residential unit for visiting faculty in the Virginia Tech Foundation's apartment building at 207 South Patrick Street in Alexandria, Virginia (The Gallery). The unit will be a normal one person inhabitation share of the one-bedroom, two-person type; nominally furnished and with a one off-street parking space, one-half block from WAAC. Basic utilities are included. Telephone service will be arranged by the residing faculty. Virginia Tech will provide this option only if a two months' prior notice is provided by Academy.

F. Providing Academy students the option to lease (for additional cost) dormitory space at
205 S. Prince Street, Alexandria, Virginia. Such leases shall be a separate relationship strictly between the students of University and the Virginia Tech Foundation. A maximum of three (3) spaces will be available each Semester.

12. ACADEMY RESPONSIBILITIES:

Academy assumes responsibility for the following as a part of this agreement:

A. Providing no more than three Academy students during a single academic semester to Virginia Tech.

B. All students are responsible for payment of a Consortium Fee at the rate of $1500.00 per student per semester to Virginia Tech. The Consortium Fee may be paid by the Academy at its option.

C. At the discretion of Academy, providing WAAC with the equivalent of a full-time faculty member during one semester (Fall Term: August-December and Spring Term: January-May) of the academic year. If a full time faculty member is sent during the academic year for one semester, students of Academy will not be charged any Consortium fees during the semester when the faculty from Academy is in residence at the WAAC.

13. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Virginia.

14. CONFIRMATION OF ACCEPTANCE:

Accepted for Estonian Academy of Art

BY: Toomas Tammis, Dean, EAA

Date 27.03.2013
BY: Signe Kivi, Rector, EAA
Date 4.07.2013

Accepted for: Virginia Tech

BY: Jack Davis, Dean, CAUS
Date 4.22.13

BY: Charles W. Steger, President
Date 10.19.13