PROGRAM SPECIFIC AGREEMENT FOR UNIVERSITY COLLABORATION IN CURRICULUM AND FACULTY DEVELOPMENT AND STUDENT, FACULTY AND RESEARCH EXCHANGE

Between

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY,
ATLANTA, U.S.A.

And

AZERBAIJAN UNIVERSITY
BAKU, AZERBAIJAN

In order to improve the educational experiences and cultural understanding of their students and faculty, the Board of Regents of the University System of Georgia By and On Behalf of Georgia State University ("herein "Georgia State" or "GSU"), Atlanta, Georgia, United States of America and Azerbaijan University (herein "AU") agree to institute a university level collaboration in accordance with the terms and conditions set forth in this agreement ("Agreement").

PREAMBLE

Established in 1991, Azerbaijan University is one of the newer, English-speaking universities in Azerbaijan. The relationship between both institutions dates back to the year 2008 when the Rektor of Azerbaijan University visited Robinson College of Business. The collaboration between GSU and AU has since been memorialized in a Memorandum of Understanding between the parties (http://www2.gsu.edu/~wwazu/Doc/MOU.pdf). The School of Business and Economics at Azerbaijan University offers both undergraduate and graduate degree programs in both English and Azeri languages. The GSU- AU program is a cornerstone for building democratic and free market institutions in Azerbaijan. This is possible through capacity-building of its educational institutions.

The first set of undergraduate business students enrolled in the English program established with the assistance of Georgia State’s Robinson College of Business is expected to graduate in December 2011.

Georgia State and Azerbaijan University hereby agree to the following:
1. **Description of Programs**

This Agreement is established to expand the 3-year successful collaboration between the two institutions in order to enhance curriculum development and establish a student, and faculty and research exchange program. The curriculum development program will enable AU to maintain current trends in business education and adopt the latest innovations while the faculty development program will enable faculty professional development in teaching and research. Details of the curriculum and faculty development programs will be developed under separate cover and signed at a later date.

The Student Exchange Program, (individually, the “Student Exchange”) will enable students from one university to take classes at the other university while working towards a degree at the university where he or she is formally enrolled. Finally, the Faculty Exchange Program (individually, the “Faculty/Researcher Exchange”) will enable faculty members and researchers from one university to visit the other university and engage in academic and other related activities.

The institutions agree to exchange relevant program information regularly on academic courses and events, including those on courses, curriculums, training/outreach programs, research and publications.

The institutions agree that research cooperation will be implemented with signed agreements that detail the programmatic aspects and coordination of each individual program and its participants.

GSU and AU also agree that research cooperation can be achieved through joint publications and projects. The institutions agree to implement mutually beneficial joint short-term, certificate and outreach programs in specific areas of business administration which would lead to the issuance of joint certificates.

**Student Exchange Program Type:**

- [x] Non-Degree Program
- [ ] Certificate Program

For purposes of this Agreement, with respect to the Student Exchange, the term “Home University” or “Home Institution” shall mean the institution in which a student is formally enrolled as a degree candidate, and “Host University” or “Host Institution” shall mean the institution that has agreed to receive students from the Home University for a period of study.

With respect to the Faculty/Researcher Exchange, as used herein, “Home University” shall mean the university where the faculty member and/or researcher is normally employed, and “Host University” shall mean the university that the faculty member and/or researcher is visiting.
For the Student Exchange, the Home University agrees in principle that if one of its students passes a course at the Host University, that student will receive credit towards his/her degree at the Home University, provided that the student obtained prior official approval from the Home University.
In connection with the Faculty/Researcher Exchange, faculty members and researchers from each Home University will be able to take advantage of the following opportunities:

1. Short visits to familiarize themselves with the Host University in conjunction with other activities;
2. Joint research or supervision/participation in the teaching activities of the Host University;
3. Collaborative research and teaching activities that can be pursued more fully by the faculty member and researcher during a visit that is a year or more in length;
4. Mutual exchange of information resulting from the exchange of research results, academic material, publications, and teaching practices and techniques developed by the two institutions; and
5. Joint conferences, study groups, courses or meetings.

2. Term and Academic Years

The term of this Agreement shall commence on 01/01/2012 and end on 31/01/2017, unless earlier terminated by either party pursuant to Paragraph 9 below. GSU assumes no financial obligations in this agreement. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State assumes any financial obligations by entering into this Agreement. This Agreement may be renewed for additional academic year or five year renewal terms, as applicable, upon the advance written agreement of both parties.

The academic year at Georgia State consists of two regular semesters: the first begins in August and runs through December, and the second begins in January and runs through April/early May. In addition, there is a summer semester and an abbreviated Maymester. The academic year at Azerbaijan University consists of Fall and Spring Semesters.

3. Number of Students and Faculty Members and/or Researchers

Starting in Spring 2012, the two institutions will exchange faculty, researchers and undergraduate and graduate students, as applicable. The maximum duration for exchange participants at the Host Institution will be two semesters. Georgia State and Azerbaijan University will endeavor to maintain an evenly balanced exchange during the term of this Agreement. However, if conditions exist that render such equity impossible to maintain during a particular academic year, the imbalance may be carried forward from one term to the next, if any, provided that an attempt to make necessary adjustments is made in the following year to restore balance. Either party to this Agreement may refuse admission to
additional incoming students or faculty members and/or researchers until the exchange balance is restored.

Georgia State will exchange with Azerbaijan University a group of students, faculty members and researchers on a one-for-one basis when possible during the term and any renewal terms. The exchange will be measured according to the following formula: one full-time semester student at Georgia State equals one full-time semester student at Azerbaijan University; and one full-time semester faculty member and/or researcher at Georgia State equals one full-time semester faculty member and/or researcher at Azerbaijan University. A maximum of 10 students per year will be sent to Georgia State and an equal number to Azerbaijan University, and a maximum of 4 faculty members and researchers per year will be sent to Georgia State and an equal number to Azerbaijan University. These maximum numbers may be amended and the formula for achieving balance adjusted in a written instrument signed by Georgia State and Azerbaijan University.

4. Units Involved in Exchange Program

Participants in the program will be drawn from the Robinson College of Business or any other college that may want to participate at Georgia State, and Azerbaijan University, at the discretion of Georgia State and Azerbaijan University.

5. Student Exchange

A. Requirements for Students to Participate

Students who wish to participate in the Exchange will be screened for eligibility for admission by the Home University, which shall respect the admission requirements and enrollment constraints of the Host University. Students will be required to comply with the standard rules, regulations, and enrollment restrictions of the Host University in the selection of courses, including requirements of language proficiency, and at Georgia State, health documentation. Students from Azerbaijan University must satisfy 3.00 minimum GPA requirement to be eligible for participation in the exchange program. Azerbaijan University students must submit immunization documentation, including but not limited to Measles, Mumps and Rubella or MMR, Tetanus-Diphtheria, Varicella, Hepatitis B) for enrolment. Georgia State students will submit any required Azerbaijan University health documentation.

Students must be proficient in the language of instruction for courses being taken at the Host University in order to participate. At Georgia State, the language of instruction is English, and at Azerbaijan University the language of instruction is English. Students from Azerbaijan University will be required to submit a minimum TOEFL CBT score of 250 and a score of 5 on the TOEFL essay or a minimum composite TOEFL iBT score of 80, with a Writing score of at least 22 but will not be required to submit a score for the Test of Spoken English (TSE).
Each Host University shall have final authority over decisions regarding admission of students to its courses.

B. Academic Counseling, Credits and Reports

The school, department or unit involved in this Agreement at each Home University will provide academic counseling to its own students to ensure that the courses taken at the Host University are acceptable with respect to its own degree programs. The Host University will supply the Home University with course descriptions and other pertinent materials/non-privileged information to assist in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status at each Host University.

Exchange students must pursue the approved course of study for the agreed period. Course work undertaken by visiting students should be recognized as contributing to degree requirements at the Home Institution, but this remains at the discretion of the Home Institution. Georgia State students will receive transfer credits under this Agreement.

At the end of each semester or academic term, academic transcripts are updated after the formal grading and academic standing processes are complete. The official transcript includes academic program data as well as courses taken, credit hours earned, and final grades. At Georgia State University, transcript requests are ordered online by the student and can be ordered anytime after the formal grading process has been complete. Students can receive the copy in person or request that it be mailed through the United States Postal Service.

Internships / Teaching Practice Placements:

This Agreement does not permit students to engage in internships.

C. Student Responsibilities and Expenses

Unless otherwise indicated in an appendix hereto, students in this Exchange Program will be responsible for the following:

1. Payment of all student fees and tuition to Home Institution;
2. With the assistance of the Host University, obtaining the proper visas and other documents required by the government of the Host University, including any guaranty that they have the financial resources to meet all expenses;
3. The costs of international travel, food, housing, local transportation, books and other educational and personal expenses;
4. Purchasing the required health/hospitalization/liability insurance for the time period of their involvement in the Exchange Program in order to meet governmental regulations, as well as the regulations of the Host and Home Universities, as set forth in Paragraph 5E below;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Notifying the appropriate exchange coordinator/director at the Host University by e-mail when traveling away from the city in which the Host University is located, and, to the best of their ability, providing emergency telephone numbers where they can be reached;

7. Submitting to criminal background checks and purchasing relevant insurance if they are participating in an internship/teaching practice placements at Host University;

8. Submitting any health or immunization records required by Host University as set forth in 5A above; and

9. Complying with Georgia State’s Study Abroad Management Policies. The Georgia State contact person/program director should notify the Study Abroad Programs office at least 3 months prior to students’ departure in order to ensure the completion of mandated pre-departure crisis prevention documentation and processes.

D. Visa Requirements

The Georgia State contact person/program director will forward all necessary international student/scholar data to Georgia State’s International Student and Scholar Services office to enable the exchange student to obtain a J-1 visa. Documentation of sufficient financial resources in the United States is also required (the 2011 figure from International Students and Scholars Services is $1,315.00 per month - subject to change). Forms will be provided by Georgia State.

The above information must be received at Georgia State approximately three (3) to four (4) months preceding the international student/scholar’s arrival to the U.S. This documentation enables Georgia State to sponsor the students as part of this Agreement but does not commit the institution to any financial sponsorship.

GSU students who are American citizens must possess a valid U.S. passport and entry clearance to enter Azerbaijan. Those who do not possess a U.S. Passport (including US lawful permanent residents and foreign nationals who study at Georgia State on an F-1 or J-1 visa) must follow the process for proper entry clearance required by Azerbaijan for citizens of their home country. International students may be required to provide evidence of sufficient financial resources upon registration with the local authorities in Azerbaijan if they stay in Azerbaijan for more than 5 months.

E. Insurance Requirements for Students

Personal health, hospitalization and accident insurance, including a repatriation & medical evacuation plan, as well as liability coverage is required for all students participating in this Exchange. Students who already have insurance must submit proof of such coverage to the Host University for approval before departing from their home countries. The Host University will assist students in identifying available insurance options designed for international students, if necessary.
Students from Azerbaijan University who do not have appropriate insurance must obtain Georgia State's international students' insurance policy. Students from Georgia State must obtain Georgia State's study abroad insurance coverage.

F. Housing for Students

Subject to the terms and conditions set forth herein, the Host Institution may, upon request, offer advice and assistance in finding accommodations for the period of exchange but shall not be responsible for providing accommodations for exchange students. At the request of the RCB coordinator, Georgia State Housing Office will provide Azerbaijan University students information about university housing. Azerbaijan University students are responsible for negotiating leasing agreements with the Georgia State Housing Office as appropriate. Housing space at Georgia State is limited and available on a first-come, first-serve basis. Azerbaijan University students who wish to live in Georgia State housing must complete the application process at least four (4) months preceding their arrival. The applications require payment of a non-refundable deposit which will be applied to students' first semester housing fee. To apply for housing, students should visit the following website: https://housing.gsu.edu/myhousing.

Azerbaijan University does not offer university housing, however, AU will be able to facilitate and provide advice for the Georgia State students regarding the available off-campus housing options.

G. Employment

This agreement does not allow any type of employment of AU and Georgia State students in the host country.

H. Compliance with Rules and Regulations

Exchange students will be subject to the rules and regulations of the Host Institution, and the laws and procedure of the state or canton in which the institution is located. The exchange students must pursue the approved course of study for the agreed period.

The Host Institution will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws. Each institution reserves the right to dismiss any exchange student at any time for academic or personal misconduct in violation of established regulations provided, however that the Host Institution will, absent extenuating circumstances, attempt to consult with the Home Institution before implementing such action. The dismissal of a student shall not abrogate this Agreement, or the arrangements regarding other students. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered complete by the Host University with respect to that student. No replacements will be sent to the Host University for students who do not complete the Exchange Program.
6. **Faculty/Researcher Exchange**

**A. Requirements for Participation**

Faculty and researchers who wish to participate in the Exchange will be screened for eligibility by the Home University and approved by the Host University.

Faculty and researchers should be proficient in the language of instruction of the Host University in order to participate. At Georgia State, the language of instruction is English, and faculty/researchers from Azerbaijan University will be required to have proficiency in English. The language of instruction at Azerbaijan University, in relation to this agreement, is English and faculty/researchers from Georgia State will be required to have proficiency in that language. Language requirements apply only to the faculty and researchers and not to their spouses and dependents.

Each Host University shall have final authority over decisions regarding the acceptance of faculty and researchers from the Home University to participate in research, teaching or other activities.

**B. Faculty/Researcher Responsibilities**

Each faculty member and researcher participating in this Exchange Program will be responsible for the following:

1. Payment of all expenses and fees that his or her Home University has not agreed to pay;
2. With assistance from the Host University, and any financial assistance from the Home University, obtaining proper visas and other documents required by the government of the Host University, including any guaranty that they have the financial resources to meet all expenses;
3. Purchasing the required health/hospitalization and liability insurance, including repatriation & medical evacuation coverage, for the time period of their involvement in the Exchange Program in order to meet governmental regulations, as well as the regulations of the Host and Home Universities, with any assistance offered by the Home University;
4. Abiding by the same regulations and performance standards that pertain to other faculty and researchers at the Host University;
5. Submitting to criminal background checks, if necessary;
6. Submitting any health or immunization records required by Host University; and
7. Complying with the Home University’s Travel and Safety Guidance, if applicable. Georgia State faculty/researchers are strongly advised to purchase insurance as referenced above, and register their travel on OII’s website. Georgia State University faculty are also subject to the crisis management provisions of Georgia State’s Study Abroad Management Policies. Additionally, all participants need to ensure they are aware of and have observed all applicable local and federal export control regulations including
without limitation any regulations which may prohibit (a) traveling abroad with
certain electronic devices, information or software or (b) disclosures of certain
information to non-U.S. persons.

C. Department/School/Unit Responsibilities

Participating institution units are responsible for identifying and arranging for a supervisory
and reporting structure applicable to all visiting faculty and researchers participating in the
Exchange Program.

All faculty and researchers visiting Georgia State as part of this Exchange Program must be
registered by their department with the Georgia State Structured Volunteer Program.

D. Salaries and Expenses

Georgia State will pay the salary, air transportation, health insurance, passport and visa
fees, and the cost of any procedures needed to adhere to the health regulations for any
Georgia State faculty and researchers who participates in this Exchange. This is contingent
upon approval by the college/unit of the faculty/researcher. Financial assistance to cover
housing for Georgia State faculty and researchers participating on this Exchange may be
negotiated by such faculty and researchers and the appropriate unit at Georgia State.

Azerbaijan University will pay the salaries for any Azerbaijan University faculty and
researchers who participate on this Exchange. Financial assistance to cover other expenses
for Azerbaijan University faculty and researchers participating on this Exchange will be
negotiated by such faculty and researchers and Azerbaijan University. All faculty and
researchers from Azerbaijan University who participates on this Exchange agree to undergo
any procedures needed to adhere to the health regulations of the United States.

E. Visa Requirements

The Georgia State contact person/program director will forward all necessary international
exchange scholar information to Georgia State’s International Student and Scholar Services
office to enable the exchange scholar obtain a J-1 visa. Documentation of funding from
Azerbaijan University, as well as any additional financial resources needed is also required
to issue the DS-2019. Forms will be provided by Georgia State.

The above information must be received at Georgia State approximately three (3) to four
(4) months preceding the international scholar’s arrival to the U.S. This documentation
enables Georgia State to sponsor the scholars as part of this Agreement but does not
commit the institution to any financial sponsorship.

GSU faculty/researchers who are American citizens must possess a valid U.S. passport and
entry clearance to enter Azerbaijan. Those who do not possess a U.S. Passport (including
US lawful permanent residents and other foreign nationals employed at Georgia State)
must follow the process for proper entry clearance required by Azerbaijan for citizens of
their home country. International faculty/researchers may be required to provide evidence of sufficient financial resources as determined by the host country.

F. Office Space and Support

Each Host University agrees to provide office space and appropriate administrative support for visiting faculty and researchers.

G. Compliance with Rules and Regulations

Exchange Faculty/Researchers will be subject to the rules and regulations of the Host Institution, and the laws and procedures of the state in which the institution is located.

The Host Institution will assume no responsibility for a faculty/researcher’s conduct or lack of compliance with any of the host country’s laws. Each institution reserves the right to dismiss any exchange faculty or researcher at any time for academic or personal misconduct in violation of established regulations provided, however that the Host Institution will, absent extenuating circumstances, attempt to consult with the Home Institution before implementing such action. The dismissal of a faculty or researcher shall not abrogate this Agreement, or the arrangements regarding other faculty or researchers. If a faculty/researcher voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered complete by the Host University with respect to that faculty/researcher. No replacements will be sent to the Host University for faculty/researchers who do not complete the Exchange Program.

7. Research

To the extent allowable by law, the parties may engage in joint research, conference participation, publication of research results and other research-related activity. The parties understand and agree that national laws regulating the export of technologies may prohibit participation by visiting students, faculty, and researchers on specific research projects in the host country. The parties further understand and agree to secure all University and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.

If exchange faculty, researchers or students participate in research funded by a third party sponsor, the parties agree that such research activities will abide by the terms of the sponsorship agreement. If exchange faculty, researchers or students receive third party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the exchange faculty, researchers and students will be bound by the confidentiality and nondisclosure terms of such agreement.

Exchange faculty, researchers and students pledge to disclose any intellectual property developed as a result of joint research to both the Host and Home Institutions unless such disclosure is unlawful under the law of the Host Institution’s country. If valuable
intellectual property is created as a result of joint research, ownership of such intellectual property shall be determined in accordance with the law of inventorship or authorship of the country in which the research occurred and the Host Institution’s policies. The parties agree that the Host Institution will evaluate the intellectual property, in consultation with the other party, to determine whether formal patent, copyright, or other protection is desirable.

8. Equal Opportunity

Both parties to this Agreement subscribe to a policy of equal opportunity, and will not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability.

9. Modification, Termination, Renewal of Agreement

This Agreement may be modified, revised, or renewed but only upon the mutual consent of the parties in writing. Either party may terminate this Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination will not affect existing faculty, researchers or students in the Exchange Program. Unless renewed by mutual written consent, this Agreement will conclude at the end of the specified academic term or year (as defined in section 2 above).

10. Primary Contacts / Program Directors

The Primary Contacts/ Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure the general welfare of program participants, ensure that necessary approvals are in place, and have administrative oversight of the program.

The primary contacts for the parties to this Agreement are the following:

**For Georgia State University**

Name: Dr. Bijan Fazlollahi  
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**For Azerbaijan University**

Name: Dr. Tofig Ahmadov  
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(English Sections)  
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E-mail: tofig_a@yahoo.com
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University
System of Georgia by and on behalf
of Georgia State University

Azerbaijan University

By: ___________________________  By: ___________________________
Mark P. Becker
President
A.Q. Qahramanov
President

Date: ___________________________  Date: ___________________________
29 September 2011              29.09.11