



**PROGRAM SPECIFIC AGREEMENT FOR A  
STUDENT EXCHANGE**

**Between**

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON**

**BEHALF OF GEORGIA STATE UNIVERSITY AND ITS J. MACK ROBINSON COLLEGE OF  
BUSINESS, ATLANTA, U.S.A.**

**And**

**EBS UNIVERSITÄT FÜR WIRTSCHAFT UND RECHT, EBS BUSINESS SCHOOL,  
WIESBADEN/OESTRICH-WINKEL  
GERMANY**

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 and its J. Mack Robinson College of Business, Atlanta, Georgia, United States of America ("Georgia State") and the EBS Business School, EBS Universität für Wirtschaft und Recht, Wiesbaden/Oestrich-Winkel, Germany ("EBS") agree to institute a student exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and EBS hereby agree to the following:

**1. Description of Program**

This Agreement is established to facilitate a student exchange program at the partner institution ("Exchange Program"). The program enables students working towards a degree at one institution to take classes at the other institution. This is a non-degree program.

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

**2. Term and Academic Years**

This Agreement becomes effective on the date it is duly signed by representatives of both institutions. The term of the Agreement shall commence on the effective date and shall be in effect for five (5) years, unless earlier terminated by either party pursuant to Section 15 below. 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 and, in no event shall the term of this Agreement extend beyond five academic years. This Agreement may be renewed for additional academic years 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 Fall semester begins in August and ends in mid-December; the Spring semester begins in January and runs into May. In addition, there is a Summer semester and an abbreviated Maymester. Students from EBS will participate during any semester.

The academic year at EBS consists of two regular semesters: the Fall semester begins in September and ends in December; the Spring semester begins in January and ends in May. In addition, there is a short Summer School Program term. Students from Georgia State will participate during any semester.

### **3. Number of Students**

Generally, the two institutions will exchange students on a one-for-one basis each year during the term of this Agreement, according to credit hours. Each academic year, the institutions will allocate semester spaces for the partner's full-time exchange students. If an institution sends a student for the academic year, this counts for two semesters of that year's total. (*Note: In general, the exchange should be undergraduate students for undergraduate students or graduate students for graduate students.*)

At the execution of this Agreement, there exists an imbalance created by a separate Dual Degree agreement. In order to rectify the imbalance created by that agreement, Georgia State will send two students for every one student that EBS sends until balance is restored. Once balance is restored the exchange will revert to a one-for-one exchange, based on credit hours.

Both parties will endeavor to maintain an evenly balanced exchange during the term of this Agreement. However, if conditions exist which render such equity impossible during a particular semester, such imbalance shall be corrected in the subsequent available semester to restore balance. In no event shall an imbalance in the exchange be carried forward beyond one semester, nor should students currently enrolled in the program be removed to restore balance. The exchange balance will be monitored annually throughout the term of this Agreement by both institutions. Either party to this Agreement may refuse admission to the additional incoming students until the exchange balance is restored.

### **4. Units Involved in Exchange Program**

Participants in the program will be drawn from Georgia State and EBS at the discretion of both parties.

### **5. Requirements for Participation**

Students who wish to participate in the Exchange Program 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 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 EBS the language of instruction is English. Students from EBS will be required to submit



proof of English language proficiency appropriate for admission. At the discretion of the Program Director, students from EBS may submit the Georgia State English Language Proficiency Form in place of TOEFL scores. Students from Georgia State will not be required to demonstrate proficiency in English. These language requirements apply only to the students and not to their spouses and/or dependents. Each Host University shall have final authority over decisions regarding admission of students to its courses.

## **6. 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-confidential information to assist in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status at the home and/or host institution(s).

The 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 University, but this remains at the discretion of the Home University. Georgia State students will receive transfer credits under this Agreement. At the end of each semester or academic term, students will follow appropriate procedures at the Host University to ensure academic records/transcript from the Host University are sent to the Home University.

## **7. Student Responsibilities and Expenses**

1. Payment of admission application fees; "n/a"
2. Payment of all tuition and mandatory student fees to the Home University or Host University by published deadlines;
3. With the assistance of the Host University, obtaining the proper visas and other documents required by the government of the Host University, including any guarantee that they have the financial resources to meet all expenses;
4. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
5. When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines;
6. Purchasing the required health/hospitalization/liability insurance, including a repatriation and medical evacuation plan, 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 Section 9 below;
7. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
8. In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by the Home University to the Host University;
9. Providing the appropriate exchange coordinator/director at the Host University emergency contact information; and
10. Submitting any health or immunization records required by Host University.



## **8. Visa Requirements**

Each Host University will provide the necessary documentation (e.g., official letters of admission, immigration documents) for exchange students to obtain a visa to enter and study in the host country. This documentation enables the Home University to sponsor the students as part of this Agreement but does not commit the institution to any financial sponsorship. In order to produce this documentation, they will rely on the Home University communicating student information four to five months before the start of the Exchange Program. The Host University will update the Home University annually regarding the data and documentation required. It is each student's responsibility to obtain the appropriate visa, as required by the host country. Exchange students coming to Georgia State are required to obtain a J-1 visa, and therefore must provide documentation of sufficient financial resources needed to study in the U.S. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

## **9. Insurance Requirements**

Personal health, hospitalization and accident insurance, including a repatriation and medical evacuation plan, as well as liability coverage, is required for all students participating in this Exchange Program. 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 EBS who do not have appropriate insurance must obtain Georgia State's international students' insurance policy. Students from Georgia State must obtain Georgia State's mandatory study abroad insurance coverage.

## **10. Housing**

The Host University may offer advice to exchange students regarding accommodations, but it is the responsibility of the students themselves to making living arrangements in the host country.

## **11. Employment**

This agreement allows any type of employment of EBS and/or Georgia State students in the host country. (If "allows": Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university.)

## **12. Compliance with Rules and Regulations**

Exchange students will be subject to the rules and regulations of the Host University, and the laws and procedures of the state or province in which the institution is located. The Host University will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered completed 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. Furthermore, each Host University reserves the right to require a student to withdraw from the Program if the student's academic performance or personal misconduct warrants such action, provided,





however, the Host University will, absent extenuating circumstances, attempt to consult with the Home University before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students.

### **13. 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 certain research sponsors may limit participation on specific research projects. The parties further understand and agree to secure all Institutional and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.

If exchange 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 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 students will be bound by the confidentiality and nondisclosure terms of such agreement. 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.

### **14. Travel Warning Countries Policy**

Georgia State's Policy on Travel to Countries with Travel Warnings governs travel by Georgia State students, faculty and staff to countries for which the U.S. Department of State has issued a Travel Warning. The University does not sponsor travel for undergraduate students to a country for which a Travel Warning has been issued. Travel by faculty, staff and graduate students must be approved by specified Georgia State administrators.

Should a Travel Warning be issued during the term of this Agreement, this Agreement will be limited to reciprocal exchange for individuals whose travel is approved under Georgia State's Policy on Travel to Countries with Travel Warnings.

### **15. 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 or approved 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).

### **16. 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: Kimberly Lawrence  
Title: Coordinator of  
International Programs  
Department: J. Mack Robinson College  
of Business  
Address: 35 Broad Street, Suite 703  
Atlanta, Georgia, USA  
Phone: 1-404-413-7144  
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Email: klawrence11@gsu.edu

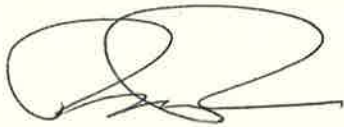
**For EBS**

Name: Daniela Herz  
Title: Team Lead, International Programs  
Department: EBS Business School  
Address: Rheingastrasse 1, 65375  
Oestrich-Winkel, Germany  
Phone: 0049-7102-1573  
Fax: 0049-7102-101573  
Email: Daniela.Herz@ebs.edu




**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 and its J. Mack Robinson College of Business**


By:   
Richard Phillips  
Dean

Date: February 3, 2017

**EBS Universität für Wirtschaft und Recht and its EBS Business School**

By:   
Prof. Dr. Markus Ogorek, LL.M. (Berkeley)  
President  
*Peter Schmidt, Chancellor*

Date: Feb. 21, 2017

By:   
David Windsor  
Associate Dean International Affairs

Date: FEB 8<sup>th</sup> 2017

