RENEWAL OF A PROGRAM SPECIFIC AGREEMENT FOR AN
INTERNATIONAL STUDENT EXCHANGE

Between
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS COLLEGE OF ARTS AND SCIENCES,
ATLANTA, U.S.A.

And
THE FRIEDRICH-ALEXANDER-UNIVERSITÄT ERLANGEN-NÜRNBERG REPRESENTED
BY ITS FACULTY OF HUMANITIES, SOCIAL SCIENCES, AND THEOLOGY

In furtherance of the existing relationship established in August 1994 between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University its College of Arts and Sciences, Atlanta, Georgia, United States of America ("Georgia State") and the Faculty of Humanities, Social Sciences, and Theology at the FRIEDRICH-ALEXANDER-UNIVERSITÄT Erlangen-Nürnberg ("FAU"), both parties agree to renew a student exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and FAU hereby agree to the following:

1. Description of Program

This Agreement renews a student exchange program at the partner institution ("Exchange Program"). The program enables students working towards a degree at one institution to take classes for transfer credit at the other institution. The purpose of the cooperation in research and teaching may also be to pursue joint research, conference participation, publication of research results and other research-related activity.

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 of the last signature. 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 or FAU assume any financial obligations by entering into this Agreement and, in no event shall the term of this Agreement extend beyond five (5) academic
years. This Agreement may be renewed for additional academic years or five (5) 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 and the Spring semester begins in January and runs into May. In addition, there is an abbreviated Summer term and a Summer Institute. Students from FAU may participate during any semester.

The academic year at FAU consists of two semesters: October to March and April to September, whereas lecture periods are from October to February and April to July, followed by a 2 weeks' examination period adjacent to each lecture period. Students from Georgia State taking classes at FAU may participate during any semester. FAU offers an Intensive German Language Course before the lecture period starts. The course is held in March/September over a period of 2-3 weeks and students receive 5 ECTS for passing the final exam. This course is subject to a fee.

3. **Number of Students**

Starting in August 2019 and continuing for each year during the term of this Agreement, the two institutions will attempt to exchange up to five students per semester on a one-for-one basis, 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.)*

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 the College of Arts and Sciences at Georgia State, and the Faculty of Humanities, Social Sciences, and Theology at FAU at the discretion of both parties.

Exchange students enrolled at Georgia State may take coursework in the College of Arts and Sciences, and exchange students enrolled at FAU may take coursework in the Faculty of Humanities, Social Sciences, and Theology.

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 FAU the language of instruction is German or English. Students from FAU will be required to submit English language proficiency test scores appropriate for admission: TOEFL (Test of English as a Foreign Language) 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). At the discretion of the Program Director, students from FAU may submit the Georgia State English Language Proficiency Form in place of TOEFL scores. Students from Georgia State will be required to demonstrate proficiency in German by oral exam with the director or a designated faculty member. Georgia State students should have taken 300 hours of German or have reached a B1 level or proficiency CEFR (Common European Framework of Reference for Language). These language requirements apply only to the students and not to their spouses and/or dependents. Should a student be accompanied by a spouse and/or dependent, this person's stay in the Host Country is not covered under this agreement. 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 before the exchange 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 approved courses will be set out in a Learning Agreement and 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. The payment of his or her regular tuition and fees to the home institution. No fees are to be charged for tuition at the host institution. Additional fees for special programs, any incidental fees, travel, housing, and meal cost will be the responsibility of the exchange student. The students must have sufficient funds to cover all costs that are not sustained by the home university and the host university. At FAU no tuition fees are charged, but all visiting exchange students have to pay a once-per-term fee for administrative costs/student service (Studentenwerksbeitrag) and for public transportation (VGN semester ticket). This fee must be paid by the exchange student at the beginning of each term. The fees are subject to change without prior notice.
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 guarantee that they have the financial resources to meet all expenses;
3. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
4. When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines;
5. 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;
6. Submitting any health or immunization records required by Host University;
7. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
8. In compliance with applicable law, requesting official transcripts to be sent by the Home University to the Host University; and
9. Providing the appropriate exchange coordinator/director at the Host University emergency contact information.

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 FAU 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 FAU and/or Georgia State students in the host country, subject to applicable law. Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university.

Once they have arrived on the Georgia State campus, undergraduate FAU students will be eligible to apply for student assistantships and graduate students for graduate assistantships. These positions are competitive and not guaranteed.

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 in the host country. 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.

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. In these cases a specific agreement may be necessary.

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.

14. **Travel Advisory Policy**

Georgia State’s Travel Advisory Policy governs international travel by Georgia State students, faculty and staff and may affect the ability of Georgia State to participate in the Program. Travel must be approved by specified Georgia State administrators.

15. **Modification, Termination, Renewal of Agreement; Miscellaneous**

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 under execution. 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).

The parties agree to attempt to solve any probable complication with goodwill and negotiations of the responsible persons from both sides.

Other than the above mentioned provisions for this exchange agreement, this agreement does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

Nothing in this agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties.

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 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:

<table>
<thead>
<tr>
<th>For Georgia State University</th>
<th>For FAU</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Robin Huff</td>
<td><strong>Name:</strong> Kerstin Maurer</td>
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<tr>
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</tr>
</tbody>
</table>
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 College of Arts and Sciences

By: Sara Rosen
Dean

Date: 11 February 2022

Faculty of Humanities, Social Sciences, and Theology on behalf of Friedrich-Alexander-Universität Erlangen-Nürnberg

By: Professor Dr. Rainer Trinczek
Dean

Date: 12/20/2015