



**RENEWAL OF THE PROGRAM SPECIFIC AGREEMENT FOR A  
STUDENT, FACULTY AND RESEARCHER 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**

**THE HONG KONG POLYTECHNIC UNIVERSITY,  
HONG KONG SPECIAL ADMINISTRATIVE REGION OF CHINA**

In order to continue the partnership and goal of improving 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 Hong Kong Polytechnic University, Hung Hom, Kowloon, Hong Kong Special Administrative Region, China ("PolyU") agree to renew a student, faculty, and researcher exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and PolyU hereby agree to the following:

**1. Description of Program and Sponsoring Faculty/Department**

This Agreement renews an exchange program at the partner institution with undergraduate students, faculty members and researchers from each institution (collectively, the "Exchange Program"). The student exchange program enables students from one institution to take classes at the other institution while working towards a degree at the institution where he or she is formally enrolled (individually, the "Student Exchange") and to encourage faculty members and researchers from each institution to visit the other institution and engage in certain activities (individually, the "Faculty/Researcher Exchange").

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

With respect to the Faculty/Researcher Exchange, as used herein, "Home Institution" shall mean the institution where the faculty member and/or researcher is normally employed, and "Host Institution" shall mean the institution that the faculty member and/or researcher is visiting.

## **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 9 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State or PolyU assumes 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 Maymester and Summer semester. Students from PolyU will participate during the regular semesters. Faculty members/researchers from PolyU will participate during any semester.

The academic year at PolyU consists of two regular semesters: the Fall semester begins in September and ends in December and the Spring semester begins in January and runs into May. In addition, there is a Summer School program which begins in July and ends in August. Faculty members/researchers and students from Georgia State will participate during any semester.

## **3. Number of Students, Faculty Members and Researchers**

Under this Agreement renewal, starting Spring 2019, and continuing for each year during the term of this Agreement, the two institutions will exchange faculty/researchers and undergraduate students on a one-for-one basis according to credit hours. Students may participate during the regular semester or during the summer session. Summer session students take six credits per session, and therefore two summer session students equal one regular semester student. 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.

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.

For faculty/researchers, each institution will host the partner's full-time faculty/researchers for up to two (2) semesters per academic year. These maximum numbers may be amended in writing by both parties.

The obligations of the institutions under this Agreement are limited to exchange students, faculty members and researchers only and do not extend to their respective spouses and dependents.

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

Participants in the program will be drawn from the J. Mack Robinson College of Business at Georgia State, and the School of Hotel and Tourism Management ("SHTM") at PolyU at the discretion of both institutions.

Exchange students enrolled at Georgia State may take coursework in the J. Mack Robinson College of Business, and exchange students enrolled at PolyU may take coursework in the SHTM.

#### **5. Student Exchange**

##### **A. Student Participation Requirements**

Students who wish to participate in the Exchange Program will be screened for eligibility for admission by the Home Institution, which shall respect the admission requirements and enrollment constraints of the Host Institution. Students will be required to comply with the standard rules, regulations, and enrollment restrictions of the Host Institution 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 Institution in order to participate. At Georgia State, the language of instruction is English, and at PolyU the language of instruction is English. Students from PolyU will be required to submit English language proficiency test scores appropriate for admission. At the discretion of the Program Director, students from PolyU may submit an official transcript from the Home Institution stating the language of instruction is English, 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 Institution 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 Institution will provide academic counseling to its own students to ensure that the courses taken at the Host Institution are acceptable with respect to its own degree programs. The Host Institution will supply the Home Institution 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 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 Institution, but this remains at the discretion of the Home Institution. Georgia State students will receive transfer credits under this Agreement. PolyU students will receive transfer credit subject to the approval of SHTM's Undergraduate Program Director. At the end of each semester or academic term, students will follow appropriate procedures at the Host Institution to ensure academic records/transcript from the Host Institution are sent to the Home Institution.

### **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 mandatory student fees and tuition to the Home Institution by published deadlines;
2. With the assistance of the Host Institution, obtaining the proper visas and other documents required by the government of the Host Institution, 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 Institution, payment of housing and board costs to the Host Institution 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 Institutions, as set forth in Section E below;
6. Submitting any health or immunization records required by Host Institution;
7. Abiding by the same regulations and performance standards that pertain to other students at the Host Institution;
8. In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by the Home Institution to the Host Institution; and
9. Providing the appropriate exchange coordinator/director at the Host Institution emergency contact information.

### **D. Visa Requirements**

Each Host Institution will provide the necessary documentation (e.g., official letters of admission, immigration documents) for exchange students to obtain a visa, at their own expense, to enter and study in the host country. This documentation enables the Home Institution 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, the Host Institution will rely on the Home Institution communicating student information four to five months before the start of the Exchange Program. The Host Institution will update the Home Institution 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.

## **E. Insurance Requirements for Students**

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 Institution for approval before departing from their home countries. The Host Institution will assist students in identifying available insurance options designed for international students, if necessary. Students from PolyU 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.

## **F. Housing for Students**

The Host Institution 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.

## **G. Employment**

This agreement allows any type of employment of PolyU students in the United States. Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university. This agreement does not allow any type of employment of Georgia State students in Hong Kong.

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

Exchange students will be subject to the rules and regulations of the Host Institution, and the laws and procedures of the state or province in which the institution is located. The Host Institution 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 Institution with respect to that student. No replacements will be sent to the Host Institution for students who do not complete the Exchange Program. Furthermore, each Host Institution 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 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 arrangements regarding other students.

## **6. Faculty Member/Researcher Exchange**

### **A. Faculty Member/Researcher Participation Requirements**

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

Faculty members and researchers should be proficient in the language of the Host Institution in order to participate. At Georgia State, the language of instruction is English, and faculty members /researchers from PolyU will be required to provide proof of proficiency in English. The language of instruction at PolyU is English and faculty members/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 Institution shall have final authority over decisions regarding the acceptance of faculty and researchers from the Home Institution to participate in research, teaching or other activities.

#### **B. Faculty Member/Researcher Responsibilities**

Unless otherwise indicated in an appendix attached hereto, each faculty member and researcher participating in this Exchange Program will be responsible for the following:

1. Payment of any expenses and fees that his or her Home Institution has not agreed to pay for their participation in the Exchange Program;
2. With assistance from the Host Institution, and any financial assistance from the Home Institution, obtaining proper visas and other documents required by the government of the Host Institution, including any guarantee that they have the financial resources to meet all expenses;
3. Purchasing the required health/hospitalization and liability insurance, including repatriation and 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 Institutions, with any assistance offered by the Home Institution;
4. Abiding by the same regulations and performance standards that pertain to other faculty and researchers at the Host Institution;
5. Submitting criminal background checks, if necessary;
6. Submitting any health or immunization records required by Host Institution; and
7. Complying with the Home Institution's Travel and Safety Guidance, including observing applicable local and federal export control regulations.

#### **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.

#### **D. Salaries and Expenses**

Georgia State through its respective college will pay the salary for any Georgia State faculty members/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for Georgia State faculty and researchers while participating in this Exchange Program (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit at Georgia State. All faculty members/researchers from Georgia State who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the host country.

PolyU will pay the salary for any PolyU faculty members/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for PolyU faculty and researchers while participating in this Exchange Program (such as transportation, health

insurance, passport and visa fees, and housing) will be determined by the appropriate unit at PolyU. All faculty members/researchers from PolyU who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the host country.

#### **E. Visa Requirements**

Each Host Institution will provide the necessary documentation for exchange scholars to obtain a visa, at their own expense, to enter the host country. In order to produce this documentation, the Host Institution will rely on the Home Institution communicating scholar information five (5) to four (4) months before the start of the Exchange Program. The Host Institution will update the Home Institution annually regarding the data and documentation required. It is each faculty member's/researcher's responsibility to obtain the appropriate visa, as required by the host country. Exchange scholars coming to Georgia State are required to obtain a J-1 visa, and therefore must provide documentation of sufficient financial resources. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

#### **F. Office Space and Support**

Each Host Institution agrees to provide office space and appropriate administrative support for visiting faculty members and researchers, subject to availability of office space and matching of research expertise.

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

Exchange faculty members/researchers will be subject to the rules and regulations of the Host Institution, and the laws and procedures of the state or province in which the institution is located.

The Host Institution will assume no responsibility for a faculty member's/researcher's conduct or lack of compliance with any of the host country's laws. If a faculty member/researcher voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered completed by the Host Institution with respect to that faculty member/researcher. No replacements will be sent to the Host Institution for faculty members/researchers who do not complete the Exchange Program. Furthermore, each Host Institution reserves the right to require a faculty member/researcher to withdraw from the Program if the faculty member's/researcher's academic performance or personal misconduct warrants such action, provided, however, the Host Institution will, absent extenuating circumstances, attempt to consult with the Home Institution before implementing such action. The dismissal of a faculty member/researcher shall not abrogate this Agreement, or the arrangements regarding other faculty members/researchers.

### **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 certain research sponsors may limit participation on specific research projects in the host country. The parties further understand and agree to secure all

Institution 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. Travel Warning 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.

#### **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 regular academic semester. Termination will not affect existing or approved faculty members, researchers or students in the Exchange Program. Unless renewed by mutual written consent, this Agreement will conclude 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 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: Emily Caskey  
Title: Program Manager  
Department: Robinson College of Business  
  
Address: 35 Broad Street, Suite 703  
Atlanta, GA, 30303, USA  
  
Phone: 404-413-7144  
Fax: 404-413-7162  
Email: [ecaskey@gsu.edu](mailto:ecaskey@gsu.edu)

**For The Hong Kong Polytechnic University**

Name: Ada Lo  
Title: Associate Professor  
International Exchange Coordinator  
Department: School of Hotel and Tourism  
Management  
  
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Fax: +852 2362 9362  
Email: [ada.lo@polyu.edu.hk](mailto:ada.lo@polyu.edu.hk)

**11. Advertising and Publicity**

Upon written consent, each institution may use the name and logo of the other for purposes related to the student exchange collaboration. Each institution shall upon request of the other cease to use the name and logo of the latter within a reasonable time.

**12. Exclusion of Third Party Rights**

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**13. Force Majeure**

- A. Each institution reserves the right to suspend the implementation of this Agreement, either in whole or in part, temporarily for reasons of national security, national interests, public order or public health. Such suspension shall take effect immediately after notification is given to the other institution.
- B. Notwithstanding clause 13.1, should any event occur which hinders or restricts the implementation of this Agreement, both institutions shall use their best endeavours to agree upon such action, as may be necessary and equitable, to resolve or mitigate the impact of the event.

**14. Dispute Resolution**


In the event of any dispute arising out of this Agreement, the institutions shall use their best endeavours to discuss and resolve the issues amicably.

**15. Miscellaneous**

The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular clause or paragraph.

**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 D. Phillips  
Dean

Date: March 3, 2020

**The Hong Kong Polytechnic University**

By:   
Kaye Chon  
Dean and Chair Professor  
Walter & Wendy Kwok Family  
Foundation Endowed Professor in  
International Hospitality Management  
School of Hotel and Tourism  
Management

Date: 22 JAN 2020