PROGRAM SPECIFIC AGREEMENT FOR
THE SOUTH ATLANTIC CENTER OF THE INSTITUT DES AMÉRIQUES

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

INSTITUT DES AMÉRIQUES
PARIS, FRANCE

In furtherance of the relationship established with a Memorandum of Cooperation executed on February 21, 2012 and 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 College of Arts and Sciences, Atlanta, Georgia, United States of America ("Georgia State") and Institut des Amériques (an interdisciplinary network of advanced studies and research in the humanities and social sciences), Paris, France ("IdA") agree to continue the South Atlantic Center ("Center") and host faculty/researcher mobility in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and IdA hereby agree to the following:

1. Description of Program

   This Agreement is established to continue facilitating the South Atlantic Center of the Institut des Amériques, hosted by Georgia State (http://sacida.gsu.edu/). The designation of South Atlantic Center of the Institut des Amériques does not carry with it the exchange of any funds or services, but signifies that the Institut des Amériques and GSU agree to continue the internet research center to promote, facilitate, develop and disseminate academic, cultural and scholarly cooperation between the French universities and research institutes belonging to the IdA network and institutions of higher education in the South Atlantic. An IdA representative from France will be provided to assist with administration of the South Atlantic Center. Major activities will include coordinating international and collaborative conferences.

   This Agreement is also established to facilitate and encourage faculty members and researchers from the parties to engage in activities related to the South Atlantic Center.

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 12 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State or IdA assume 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.

3. **Number of Faculty Members and Researchers**

Starting in January 2017 and continuing for the term of this Agreement, IdA will provide a representative to the South Atlantic Center at Georgia State.

4. **Requirements for Participation**

Participating faculty and researchers from IdA who wish to participate in the Center will be screened for eligibility by IdA and approved by Georgia State. At Georgia State, the language of instruction is English, and faculty/researchers from IdA will be required to provide proof of proficiency in English. The language of instruction at IdA is French and English. Language requirements apply only to the faculty and researchers and not to their spouses and dependents.

5. **Faculty/Researcher Responsibilities**

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

A. Payment of all expenses and fees that IdA/Georgia State have not agreed to pay by published deadlines;
B. With assistance from Georgia State, and any financial assistance from IdA, obtaining proper visas and other documents required by the United States, including any guarantee that they have the financial resources to meet all expenses;
C. Purchasing the required health/hospitalization and liability insurance, including repatriation and medical evacuation coverage, for the time period of their involvement in the Center in order to meet governmental regulations, as well as the regulations of IdA/Georgia State, with any assistance offered by IdA;
D. Abiding by the same regulations and performance standards that pertain to other faculty and researchers at Georgia State;
E. Submitting to criminal background checks, if necessary;
F. Submitting any health or immunization records required by Georgia State; and
G. Complying with IdA’s Travel and Safety Guidance, including observing applicable local and federal export control regulations.

6. **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 Center.
7. **Salaries and Expenses**

IdA will pay the salary for any IdA faculty/researchers who participate in the Center. Financial assistance in paying any other expenses for IdA faculty and researchers while participating in the Center (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit at IdA. All faculty/researchers from the IdA who participate in the Center agree to undergo any procedures needed to adhere to the health regulations of the United States.

8. **Visa Requirements**

Georgia State will provide the necessary documentation for scholars to obtain a visa to enter the host country. In order to produce this documentation, they will rely on IdA communicating scholar information three (3) to four (4) months before their arrival. Georgia State will update IdA regarding the data and documentation required. It is each scholar's responsibility to obtain the appropriate visa, as required by the United States. Faculty and researchers 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.

9. **Office Space and Support**

Georgia State agrees to provide office space and appropriate administrative support for visiting faculty and researchers.

10. **Compliance with Rules and Regulations**

Faculty members/researchers will be subject to the rules and regulations of Georgia State, and the laws and procedures of Georgia.

Georgia State will assume no responsibility for a faculty member's/researcher's conduct or lack of compliance with any of the host country's laws. Georgia State reserves the right to require a faculty member/researcher to withdraw from the Program if the faculty member's/researcher's performance is unsatisfactory or personal conduct warrants such action, provided, however, Georgia State will, absent extenuating circumstances, attempt to consult with IdA before implementing such action. The dismissal of a faculty member/researcher shall not abrogate this Agreement, or the arrangements regarding other faculty members/researchers.

11. **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 University and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.
If faculty or researchers 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 faculty or researchers receive third party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the faculty or researchers will be bound by the confidentiality and nondisclosure terms of such agreement.

Faculty and researchers pledge to disclose any intellectual property developed as a result of joint research to both Georgia State and IdA unless such disclosure is unlawful under the law of the United States. 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 United States' policies. The parties agree that Georgia State will evaluate the intellectual property, in consultation with the other party, to determine whether formal patent, copyright, or other protection is desirable.

12. **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 or researchers in the Center. 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).

13. **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**

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**For Institut des Amériques**

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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: [Signature]
Sara Rosen
Dean

Date: 2 December, 2016

Institut des Amériques

By: [Signature]
Jean-Michel Blanquer
President

Date: 25 January, 2017

Institut des Amériques

www.institutdesameriques.fr