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
COLLEGE OF ARTS & SCIENCES, ATLANTA, U.S.A.

And

JOHANNES GUTENBERG UNIVERSITÄT MAINZ
AND ITS DEPARTMENT OF ENGLISH, LINGUISTICS,
AND AMERICAN STUDIES, MAINZ, 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 College of Arts & Sciences, Atlanta, Georgia, United States of America ("Georgia State") and Johannes Gutenberg Universität Mainz through its Department of English, Linguistics, and American Studies, Mainz, Germany ("Mainz") agree to institute a student exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and Mainz hereby agree to the following:

1. Description of Program

This agreement ("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.

Student Program Type: Please check the appropriate box to indicate program type.

- [ ] Non-Degree Program
- [ ] Joint Degree Program
- [ ] Dual Degree Program
- [ ] Articulation Program
- [ ] Certificate 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 Paragraph 15 below. The agreement is renewable for additional five-year terms upon the advance written agreement of both parties. 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 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 Fall term begins in August/September and runs through December, and the Spring term begins in January and runs through May. In addition, there is a summer semester and an abbreviated Maymester. Students from Mainz taking classes at Georgia State will be allowed to participate only during the Fall and Spring terms of a single academic year.

The academic year at Mainz consists of a Winter term that begins in mid-October and runs through mid-February, and a Summer term that begins in mid-April and runs through mid-July. Students from Georgia State taking classes at Mainz will be allowed to participate only during the Winter and Summer terms of a single academic year.

3. **Number of Students**

Starting Fall 2013 and for a maximum of two semesters per student, the two institutions will exchange a maximum of two undergraduate or graduate students annually.

Georgia State and Mainz will endeavour to maintain an evenly balanced exchange throughout the course of this Agreement. Balance is achieved by exchanging an equal number of students each term. However, if conditions exist which render such equity impossible during a particular semester, such imbalance shall be corrected in the immediate subsequent semester to restore balance. The exchange balance will be monitored 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.

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 Mainz. These student exchange maximum numbers may be amended in a written instrument signed by GSU and Mainz.

4. **Units Involved in the Student Exchange**

Participants in the program will be drawn from the College of Arts & Sciences at Georgia State, and the Departments of English and American Studies at Mainz at the discretion of Georgia State and Mainz.

5. **Requirements for Participation**

Students who wish to participate in the Student 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. Mainz students must submit immunization documentation, including but not limited to Measles, Mumps and Rubella or MMR, Tetanus, Diphtheria, Varicella, Hepatitis B) for enrollment. Georgia State students will submit any required Mainz health documentation.

Students must be proficient in the language of instruction for courses they will take at the Host University in order to participate. At Georgia State, the language of instruction is English, and at Mainz the language of instruction is German and English. Program Directors from each institution will ensure language proficiency before sending students to participate in the exchange program. These language requirements apply only to the students and not to their spouses and 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-privileged information to assist in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status.

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 resident 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.

7. Student Responsibilities and Expenses

Students on this Exchange Program will be responsible for the following:

1. Payment of all student fees and tuition to the Home University;
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 food, housing, international and local transportation, books and other educational and personal expenses;
4. Purchasing the required health/hospitalization/liability insurance, including repatriation and medical evacuation, 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 9 below;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Submitting any health or immunization records required by Host University as set forth in section 5 above; and
7. 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.

8. 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 Mainz student to obtain a J-1 visa. Documentation of sufficient financial resources in the United States is also required (the 2012 figure from International Student and Scholar Services is c. $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’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 support.

Georgia State students who are American citizens must possess a valid U.S. passport and entry clearance to enter Germany. All Georgia State students who do not possess a U.S. Passport (including US lawful permanent residents and other 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 Germany for citizens of their home country. International students may be required to provide evidence of sufficient financial resources as determined by host country.

9. Insurance Requirements

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 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 Mainz 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

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. The directors of the exchange programs at Georgia State and Mainz agree to provide information on housing and to assist the exchange students to find suitable accommodation.

The International Specialist in the GSU College of Arts & Sciences will provide Mainz students information about university housing. Mainz 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. Mainz students who wish to live in Georgia State housing must complete the application process at least four (4) months preceding their arrival.
11. **Employment**

This agreement allows employment of Mainz students and Georgia State students in the host country, as long as such employment does not violate the terms of the student visa.

12. **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 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.

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 national laws regulating the export of technologies may prohibit participation by exchange students 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 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.

Exchange 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. **Equal Opportunity**

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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.

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**

Reiner Smolinski  
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**For Mainz**

Alfred Hornung  
Professor  
Department of English & Linguistics  
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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: Prof. Dr. William J. Long
   Dean

Date: 3/20/2013

Johannes Gutenberg Universität Mainz and its Department of English, Linguistics, and American Studies

By: Prof. Dr. Stephan Jolie, Dekan
   FB 05: Philosophie und Philologie
   Johannes Gutenberg Universität Mainz

Date: 4/6/13

By: Prof. Dr. Mita Banerjee
   Chair, Department of English & Linguistics, UniMainz

Date: 4/16/13

By: Prof. Dr. Reiner Smolinski
   Director, GSU-Mainz Exchange Program

Date: 3/26/13

By: Prof. Dr. Alfred Hornung
   Director, GSU-Mainz Exchange Program

Date: 4/3/13