

**RENEWAL OF A 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 UNIVERSITY MAINZ AND ITS DEPARTMENT OF ENGLISH,  
LINGUISTICS, AND AMERICAN STUDIES,  
MAINZ, GERMANY**

In furtherance of the existing relations established in 1989, between 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 University Mainz and its Department of English, Linguistics, and American Studies, Mainz, Germany ("Mainz") both parties agree to renew 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 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 for transfer credit at the other institution.

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 or Mainz 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 Summer Institute. Students from Mainz may participate during any term or any semester.

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 may participate during any semester.

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

Starting in Fall 2019 and continuing for each year during the term of this Agreement, the two institutions will exchange students 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 College of Arts & Sciences at Georgia State, and the Departments of English and American Studies at Mainz at the discretion of both parties.

Exchange students enrolled at Georgia State may take coursework in the Departments of English and American Studies, and exchange students enrolled at Mainz may take coursework in the College of Arts & Sciences.

### **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 Mainz the language of instruction is English (in the English Department) and German (in other departments). Students from Mainz will be required to submit English language proficiency test scores appropriate for admission. Students from Georgia State will not be required to demonstrate proficiency in German. 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 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 all mandatory student fees and tuition to the Home University by published deadlines;
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 the Family Educational Rights and Privacy Act (FERPA) and German privacy laws, 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 with 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 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**

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

## **11. Employment**

This agreement allows any type of employment of Mainz and/or Georgia State students in the host country. 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 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.

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 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**

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 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: Reiner Smolinski  
Title: Professor  
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Address: 38 Peachtree Center Ave,  
9th Floor Atlanta, GA 30302  
Phone: +1-404-413-5861  
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**For Mainz**


Name: Mita Banerjee  
Title: Professor  
Department: Department of English and  
Linguistics  
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55099 Mainz  
Phone: +49 6131 39 22711  
Email: [mita.banerjee@uni-mainz.de](mailto:mita.banerjee@uni-mainz.de)  
Cc: [niheydt@uni-mainz.de](mailto:niheydt@uni-mainz.de)  
(Assistant: Nina Heydt)

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**


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


By:   
Sara Rosen  
Dean

By:   
Prof. Dr. Sylvia Thiele, Dean  
Department 5: Philosophy and Philology

Date: Sept. 3, 2019


Date: 12.12.19

By:   
Audrey Goodman  
Associate Chair, Department of English

By:   
Prof. Dr. Axel Schäfer  
Chair, Department of English & Linguistics

Date: 8/15/2019

Date: 10 September 2019

By:   
Prof. Dr. Mita Banerjee  
Director, GSU/Mainz Exchange Program


Date: 10.12.19

**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**

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

By:   
Mark P. Becker  
President

By:   
Prof. Dr. Georg Krausch  
President

Date: 5/2/2020

Date: 14/01/2020

