



**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 COLLEGE OF ARTS AND SCIENCES,  
ATLANTA, U.S.A.**

**And**

**UNIVERSIDAD DE MÁLAGA  
MÁLAGA, SPAIN**

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 Universidad de Málaga ("Málaga") agree to institute a student, faculty, and researcher exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and International Institution hereby agree to the following:

**1. Description of Program**

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

For purposes of this Agreement, with respect to the Student Exchange, 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.

With respect to the Faculty/Researcher Exchange, as used herein, "Home University" shall mean the university where the faculty member and/or researcher is normally employed, and

“Host University” shall mean the university 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 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 years 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 semester begins in August and ends in mid-December and the Spring semester begins in January and runs into May. In addition, there is a Summer semester and an abbreviated Maymester. There are no semester restrictions for Málaga faculty members/researchers and students.

The academic year at Málaga consists of two regular semesters: the first begins in September/October and runs through January, and the second begins in February/March and runs through June. There are no semester restrictions for Georgia State faculty members/researchers and students.

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

Starting in Fall 2016 and continuing for each year during the term of this Agreement, the two institutions will exchange faculty/researchers and students on an equivalent credit exchange. 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.

However, to rectify an imbalance where Málaga has sent the equivalent of 72 Georgia State credits more than Georgia State has sent to Málaga, the exchange ratio will be three Georgia State students to one Málaga student during the first year and then two Georgia State students to one Málaga student for the remainder of the term, or the equivalent ratio. (*Note: In general, the exchange should be undergraduate students for undergraduate students or graduate students for graduate students.*) By the end of the five-year renewal term, balance will be restored and the exchange will return to the initial credit exchange described above. A detailed plan for restoring reciprocal balance is attached as Appendix A to this Agreement (page 11).

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 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.

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

Participants in the program will be drawn from the College of Arts and Sciences at Georgia State, and from analogous degree programs at Universidad de Málaga at the discretion of both parties. Exchange students enrolled at Georgia State may take coursework in any participating program, but priority will be given to students who will take most of their courses in the College of Arts and Sciences, and exchange students enrolled at Málaga may take coursework in any participating program.

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

##### **A. Requirements for Students to Participate**

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 Málaga the language of instruction is Spanish. The program director at Málaga is responsible for verifying each student's English language proficiency before the student comes to Georgia State. At the discretion of the Program Director, students from Málaga 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 Spanish by evidence of academic success in course(s) and interview(s) with the program director at Georgia State. 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.

##### **B. 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 institution.

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. 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.

### **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 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 E below;
6. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
7. In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by the Home University to the Host University;
8. Providing the appropriate exchange coordinator/director at the Host University emergency contact information; and
9. Submitting any health or immunization records required by Host University.

### **D. 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.

### **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 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 Málaga 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 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.

**G. Employment**

This agreement allows employment of Málaga 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.

**H. 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.

**6. Faculty/Researcher Exchange**

**A. Requirements for Participation**

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

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

**B. Faculty/Researcher Responsibilities**

Each faculty member and researcher participating in this Exchange Program will be responsible for the following:

1. Payment of all expenses and fees that his or her Home University has not agreed to pay;
2. With assistance from the Host University, and any financial assistance from the Home University, obtaining 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. Purchasing the required health/hospitalization and liability insurance, including repatriation & 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 Universities, with any assistance offered by the Home University;
4. Abiding by the same regulations and performance standards that pertain to other faculty and researchers at the Host University;
5. Submitting to criminal background checks, if necessary;
6. Submitting any health or immunization records required by Host University; and
7. Complying with the Home University'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/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.

Málaga will pay the salary for any Málaga faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for Málaga 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 Málaga. All faculty/researchers from the Málaga who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the United States.

**E. Visa Requirements**

Each Host University will provide the necessary documentation for exchange scholars to obtain a visa to enter the host country. In order to produce this documentation, they will rely on the Home University communicating scholar information three (3) to four (4) 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 scholar'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 University agrees to provide office space and appropriate administrative support for visiting faculty and researchers.

**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 University with respect to that faculty member/researcher. No replacements will be sent to the Host University for faculty members/researchers who do not complete the Exchange Program. Furthermore, each Host University 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 University will, absent extenuating circumstances, attempt to consult with the Home University 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 by visiting students, faculty, and researchers on specific research projects. 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 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 Countries Policy**

Georgia State's Policy on Travel to Countries with Travel Warnings governs travel by Georgia State students, faculty and staff to countries for which the U.S. Department of State has issued a Travel Warning. The University does not sponsor travel for undergraduate students to a country for which a Travel Warning has been issued. Travel by faculty, staff and graduate students must be approved by specified Georgia State administrators.

Should a Travel Warning be issued during the term of this Agreement, this Agreement will be limited to reciprocal exchange for individuals whose travel is approved under Georgia State's Policy on Travel to Countries with Travel Warnings.

**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 academic semester. Termination will not affect existing faculty, researchers or 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).

**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 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**

Name: William J. Nichols, II  
Title: Associate Professor  
Department: World Languages and Cultures

**For Málaga**

Name: María del Carmen Doblás Navarro  
Title: responsible for USA programs  
International internships  
Department: Relaciones Internacionales



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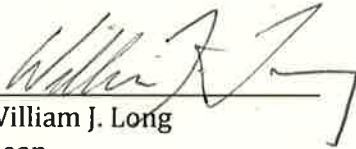
Phone: 011 34 952 13 43 00

Fax: 011 34 952 13 29 71

E-mail: [mcdoblas@uma.es](mailto:mcdoblas@uma.es)

**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:   
William J. Long  
Dean

Date: 6/27/16

**Universidad de Málaga**

  
P.D.F.  
Vicerrectora de Internacionalización

By: Susana Cabrera Yeto  
José Angel Narváez Bueno  
President  
(By proxy)  
Susana Cabrera Yeto  
Vice-President for International Affairs

Date: 15/07/16

## APPENDIX A

### SIMULATION TABLE FOR STUDENT RECIPROCITY OVER THE AGREEMENT TERM

This table is a guide for exchanging students and achieving a balance by the end of the Agreement's term. Specific numbers may be altered as long as they are changed according to the ratio to obtain a balance.

Malaga Renewal - Simulation for Balanced Reciprocity*							
Year of new agreement	Semester/Year	Incoming Terms	Incoming Credits	Outgoing Terms	Outgoing Credits	Balance Terms	Balance Credits
**	FA 11 - SP 16 (Initial situation)	22	264	16	192	-6	-72
1	FA 16	0	0	0	0	-6	-72
1	SP 17	1	12	3	36	-4	-48
2	FA 17	0	0	0	0	-4	-48
2	SP 18	1	12	2	24	-3	-36
3	FA 18	0	0	0	0	-3	-36
3	SP 19	1	12	2	24	-2	-24
4	FA 19	0	0	0	0	-2	-24
4	SP 20	1	12	2	24	-1	-12
5	FA 20	0	0	0	0	-1	-12
5	SP 21	1	12	2	24	0	0

\*Based on the imbalance for undergraduate student exchange.