PROGRAM SPECIFIC AGREEMENT FOR A
STUDENT, FACULTY AND RESEARCH 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

NATIONAL CHIAYI UNIVERSITY,
THROUGH ITS COLLEGE OF HUMANITIES AND ARTS, CHIAYI, TAIWAN

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 ("GSU") and National Chiayi University, through its College of Humanities and Arts, Chiayi, Taiwan ("NCYU") agree to institute a student and faculty exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

GSU and NCUY hereby agree to the following:

1. Description of Program

This agreement ("Agreement") is established to facilitate an exchange program between 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 member and researchers from each university to visit the other university and engage in certain activities (individually, the “Faculty/Researcher Exchange”).

Student Exchange Program Type: Please check the appropriate box(es) to indicate program type.

- [ ] Non-Degree Program
- [ ] Joint Degree Program
- [ ] Dual Degree Program
- [ ] Articulation Program
- [ ] Certificate Program

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.

In each Student Exchange, the Home University agrees in principle that if one of its students passes a course at the Host University, that student will receive credit towards his/her degree at the Home University, provided that the student obtained prior official approval from the Home University.

In connection with the Faculty/Researcher Exchange, this Exchange Program is intended to permit faculty members and researchers from each Home University to take advantage of the following opportunities:

1. Short visits in which to familiarize themselves with the Host University in conjunction with other activities;
2. Joint research or supervision/participation in the teaching activities of the Host University;
3. Collaborative research and teaching activities that can be pursued more fully by the faculty member and researcher during a visit that is a year or more in length.

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 9 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 GSU 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 GSU consists of two regular semesters: the first begins in August and runs through December, and the second begins in January and runs through May. In addition, there is a summer semester and an abbreviated Maymester. Faculty members/researchers from NCYU can participate at any time during the academic year, students from NCYU will participate only during the Fall and Spring terms.

The academic year at NCYU consists of two regular terms: the first begins in mid-September and runs through mid-January, and the second begins in February and runs through the end of June. Faculty members/researchers and students from GSU will be allowed to participate during either term.

3. Number of Students and Faculty Members and Researchers

Starting Fall 2013 and for a maximum of one semester each, the two institutions will exchange faculty, researchers and undergraduate and graduate students, as applicable.

GSU and NCYU will endeavor 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. GSU and NCYU will also strive to
achieve balance in the number of faculty and researchers exchanged; however, the number of faculty and/or researchers cannot be used to achieve balance for the student exchange. In no event shall an imbalance in the exchange be carried forward beyond one semester. 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.

GSU will exchange with NCYU a group of students, faculty members and researchers on a one-for-one basis when possible during the term and any renewal terms. The exchange will be measured according to the following formula: one full-time semester student at GSU equals one full-time semester student at NCYU; and one full-time semester faculty member and/or researcher at GSU equals one full-time semester faculty member and/or researcher at NCYU. Initially, a maximum of five students will be sent to GSU and an equal number to NCYU. There are no maximum numbers of researchers or faculty who can participate. These student exchange maximum numbers may be amended in a written instrument signed by GSU and NCYU.

4. **Units Involved in Exchange Program**

Participants in the program will be drawn from the College of Arts and Sciences at GSU, and the College of Humanities and Arts at NCYU, at the discretion of GSU and NCYU.

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 at GSU, health documentation. NCYU students must submit immunization documentation, including but not limited to Measles, Mumps and Rubella or MMR, Tetanus, Diphtheria, Varicella, Hepatitis B for enrolment. GSU students will submit any required NCYU health documentation.

Students must be proficient in the language of instruction for courses being taken at the Host University in order to participate. At GSU, the language of instruction is English, and at NCYU the languages of instruction are English and Mandarin Chinese. Students from NCYU will be required to submit a proof of English language proficiency, either through an IELTS score of 6 or a TOEFL score of 500 (paper test) or 61 (internet-based test). Students from GSU will only take coursework in English, and will not be required to submit proof of language proficiency. 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.

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-privileged information to assist in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status. GSU students will
register for and take at least the minimum number of credit hours required to be a full-time student each semester (12 credit hours for undergraduate students, or 9 credit hours for graduate students).

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. GSU students will receive institutional 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 GSU, 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. At NCUY students request their own transcripts and bring them to the Registrar’s Office to be stamped.

NCUY students will register for and take at least the minimum number of credit hours required to be a full-time student each semester (12 credit hours for undergraduate students, or 9 credit hours for graduate students). This is a condition of receiving a visa to study in the United States.

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
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 international travel, food, housing, local transportation, books and other educational and personal expenses;
4. Purchasing the required health/ hospitalization/liability insurance 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 5E below;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Notifying the appropriate exchange coordinator/director at the Host University by e-mail when traveling away from the city in which the Host University is located, and, to the best of their ability, providing emergency telephone numbers where they can be reached;
7. Submitting any health or immunization records required by Host University; and
8. Complying with GSU’s Study Abroad Management Policies. The GSU 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.

D. Visa Requirements

The international specialist in the GSU College of Arts & Sciences will forward all necessary international student/scholar data to GSU’s International Student and Scholar Services office to enable the exchange student to obtain a J-1 visa. Documentation of sufficient financial resources in the United States is also required (the 2012 figure from International Students and Scholars Services is c. $1,315.00 per month - subject to change). Forms will be provided by GSU.
The above information must be received at GSU approximately three (3) to four (4) months preceding the international student/scholar’s arrival to the U.S. This documentation enables GSU to sponsor the students as part of this Agreement but does not commit the institution to any financial sponsorship.

GSU students who are American citizens must possess a valid U.S. passport and entry clearance to enter Taiwan. All GSU students who do not possess a U.S. Passport (including US lawful permanent residents and foreign nationals who study at GSU on an F-1 or J-1 visa) must follow the process for proper entry clearance required by Taiwan for citizens of their home country. International students may be required to provide evidence of sufficient financial resources upon registration with the local authorities in Taiwan if they stay for more than three months.

E. Insurance Requirements for Students

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 NCYU who do not have appropriate insurance must obtain GSU’s international students’ insurance policy. Students from GSU must obtain GSU’s study abroad insurance coverage.

F. Housing for Students

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.

At the request of the GSU College of Arts & Sciences international specialist, the GSU Housing Office will provide NCYU students information about university housing. NCYU students are responsible for negotiating leasing agreements with the GSU Housing Office as appropriate. Housing space at GSU is limited and available on a first-come, first-serve basis. NCYU students who wish to live in GSU housing must complete the application process at least four (4) months preceding their arrival.

Staff at NCYU will give GSU students information about on-campus and off-campus living options. GSU students will be responsible for making their own arrangements.

G. Employment

This agreement allows employment of NCYU and/or GSU students in the host country. The program director will decide on a case-by-case basis whether students are allowed to work while participating in the exchange. The rules associated with student visas will guide the program directors’ decisions regarding employment.

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 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.

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 GSU, the language of instruction is English, and faculty/researchers from NCUY will be required to have proficiency in English. The languages of instruction at NCUY are English and Chinese, and faculty/researchers from GSU will be required to have proficiency in at least one of the languages. 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 guaranty 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, if applicable. GSU faculty/researchers are strongly advised to purchase insurance as referenced above, and register their travel on OII’s website. GSU University faculty are also subject to the crisis management provisions of GSU’s Study Abroad Management Policies. Additionally, all participants need to ensure they are aware of and have observed all applicable local and federal export control regulations including without limitation any regulations which may prohibit (a) traveling abroad with certain electronic devices, information or software or (b) disclosures of certain information to non-U.S. persons.
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.

All faculty and researchers visiting GSU as part of this Exchange Program must be registered by the School of Music with the GSU Structured Volunteer Program.

D. Salaries and Expenses

GSU will pay the salary, air transportation, health insurance, passport and visa fees, and the cost of any procedures needed to adhere to the health regulations for any GSU faculty/researchers who participate in this Exchange Program. Financial assistance in paying for housing for any GSU faculty/researchers while participating in this Exchange Program may be negotiated by such faculty/researchers and the appropriate unit at GSU.

NCYU will pay the salaries for any NCYU faculty and researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for NCYU faculty and researchers while participating in this Exchange Program will be negotiated by such faculty/researchers and NCYU. All faculty/researchers from the NCYU 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

The GSU contact person/program director will forward all necessary international exchange scholar information to GSU’s International Student and Scholar Services office to enable the exchange scholar to obtain a J-1 visa. Documentation of funding from NCYU, as well as any additional financial resources needed is also required to issue the DS-2019. Forms will be provided by GSU.

The above information must be received at GSU approximately three (3) to four (4) months preceding the international scholar’s arrival to the U.S. This documentation enables GSU to sponsor the scholars as part of this Agreement but does not commit the institution to any financial sponsorship.

GSU faculty/researchers who are American citizens must possess a valid U.S. passport and entry clearance to enter Taiwan. All GSU faculty/researchers who do not possess a U.S. Passport (including US lawful permanent residents and other foreign nationals employed at GSU) must follow the process for proper entry clearance required by Taiwan for citizens of their home country. International faculty/researchers may be required to provide evidence of sufficient financial resources upon registration with the local authorities in Taiwan if they stay for more than three months.

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/Researchers 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 Host Institution will assume no responsibility for a faculty/researcher’s conduct or lack of compliance with any of the host country’s laws. Each institution reserves the right to dismiss any exchange faculty or researcher 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 faculty or researcher shall not abrogate this Agreement, or the arrangements regarding other faculty or researchers. If a faculty/researcher 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 faculty/researcher. No replacements will be sent to the Host University for faculty/researchers who do not complete the Exchange Program.

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 national laws regulating the export of technologies may prohibit participation by visiting students, faculty, and researchers 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 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. Equal Opportunity

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.

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

Robert Ambrose
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706 Haas Howell Building, 75 Poplar Street,
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For National Chiayi University

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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]
William J. Long
Dean

National Chiayi University, through its College of Humanities and Arts, Chiayi, Taiwan

By: [Signature]
Rong-Yi Liu
Dean

Date: 12/20/12

Date: 12/Dec. 2012