PROGRAM SPECIFIC AGREEMENT FOR
A 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 & SCIENCES'
DEPARTMENT OF COMPUTER SCIENCE
ATLANTA, U.S.A.

And
SOUTHWEST JIAOTONG UNIVERSITY
SCHOOL OF INFORMATION SCIENCE AND TECHNOLOGY'S
DEPARTMENT OF SOFTWARE ENGINEERING
CHENGDU, PEOPLE'S REPUBLIC OF CHINA (PRC)

In order to improve the educational experiences and cultural understanding of their researchers, the Board of Regents of the University System of Georgia By and On Behalf of Georgia State University and its College of Arts & Sciences’ Department of Computer Science, Atlanta, Georgia, United States of America (“Georgia State”) and Southwest Jiaotong University, School of Information Science and Technology, Department of Software Engineering, Chengdu, People’s Republic of China (PRC), (“SWJTU”) agree to institute a research exchange program in accordance with the terms and conditions set forth in this agreement (“Agreement”).

Georgia State and SWJTU hereby agree to the following:

1. Description of Program

This agreement (“Agreement”) is established to facilitate a researcher exchange program at the partner institutions (“Exchange Program”). The Exchange Program will encourage researchers from each institution to visit the other institution and engage in certain activities. For purposes of this Agreement, the term “Home University” shall mean the institution in which researchers are normally employed, and “Host University” shall mean the institution that the researcher is visiting.
This Exchange Program is intended to enable researchers from each Home University to take advantage of the following opportunities:

- Short visits in which to familiarize themselves with the Host University in conjunction with other activities;
- Joint research or supervision or participation in the teaching activities of the Host University; and
- Collaborative research and teaching activities that can be pursued more fully by the researcher during a visit that is one month to one year.

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 14 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. At the discretion of the appropriate dean and department chair at each Home University, researchers may be released from present responsibilities at the applicable Home University for up to one academic year in order to teach or conduct research at the Host University, with the approval of the Host University.

The academic year at Georgia State consists of two regular semesters: the first begins in August and ends in December, and the second begins in January and ends in May. In addition, there is a summer semester and an abbreviated Maymester. Researcher visits from SWJTU to Georgia State will have no semester restrictions.

The academic year at SWJTU consists of two regular semesters: the first begins in September and ends in January, and the second begins in February and ends in July. Researcher visits from Georgia State to SWJTU will have no semester restrictions.

3. **Number of Researchers Exchanged**

Georgia State and SWJTU will endeavor to maintain an evenly balanced exchange during the Term of this Agreement. However, if conditions exist that render such equity impossible to maintain during a particular academic year, the imbalance may be carried forward from one term to the next, if any, provided that an attempt to make necessary adjustments will be made in the following year to restore balance. Either party to this Agreement may refuse to allow additional incoming researchers until the exchange balance is restored.

4. **Units Involved in Exchange Program**

Participants in the program will be drawn from the College of Arts & Sciences' Department of Computer Science at Georgia State, and the School of Information Science and Technology's Department of Software Engineering at Southwest Jiaotong University at the discretion of Georgia State and SWJTU.
5. **Requirements for Participation**

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

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 researchers from SWJTU will be required to provide proof of proficiency in English. The language of instruction at SWJTU is English and researchers from Georgia State will not be required to proof of proficiency. Language requirements apply only to the researcher and not to their spouses and dependents.

Each Host University shall have final authority over decisions regarding the acceptance of researchers from the Home University to participate in research, teaching or other activities.

6. **Researcher Responsibilities**

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

i. Payment of all expenses and fees that his or her Home University has not agreed to pay;

ii. With assistance from the Host University, and any financial assistance from the Home 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;

iii. Purchasing the required health/hospitalization/liability insurance, including repatriation and 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;

iv. Abiding by the same regulations and performance standards that pertain to other researchers at the Host University;

v. Submitting to criminal background checks, if necessary;

vi. Submitting any health or immunization records required by Host University; and

vii. Complying with the Home University's Travel and Safety Guidance, including observing applicable local and federal export control regulations.

7. **Department/School/Unit Responsibilities**

Participating institution units are responsible for identifying and arranging for a supervisory and reporting structure applicable to all visiting researchers participating in the Exchange Program.

8. **Salaries and Expenses**

Georgia State will negotiate salary, air transportation, health insurance, passport and visa fees, health costs, housing, and other costs with the faculty they plan to send abroad. Georgia State is not expected to cover these expenses for any visiting researchers from SWJTU.

SWJTU will negotiate salary, air transportation, health insurance, passport and visa fees, health costs, housing, and other costs with the faculty they plan to send abroad. SWJTU is not expected to cover these expenses for any visiting researchers from Georgia State.
9. 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.

10. Office Space

Each Host University agrees to provide office space and appropriate administrative support for visiting researchers.

11. Compliance with Rules and Regulations

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

12. 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 researchers on specific 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 visiting researchers participate in research funded by a third party sponsor, the parties agree that such researcher’s activities will abide by the terms of the sponsorship agreement. If visiting 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 visiting researcher or researcher will be bound by the confidentiality and nondisclosure terms of such agreement.
13. Intellectual Property

Researchers pledge to disclose any intellectual property developed as a result of joint research to both the Host Institution and the researchers Home Institution, 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.

Regarding activities resulting from the adjunct appointment and research, the parties agree to the following:

i. Title to all intellectual property made solely by Georgia State University inventors resulting from this Agreement shall reside in Georgia State University and shall not be subject to the terms and conditions of this Agreement;

ii. Title to all intellectual property made solely by SWJTU inventors resulting from this Agreement shall reside in SWJTU and shall not be subject to the terms and conditions of this Agreement;

iii. Title to all intellectual property made jointly by Georgia State University and SWJTU inventors shall reside jointly in the parties. The parties will be responsible for ensuring that joint intellectual property is disclosed to both parties.

iv. In the event of such joint intellectual property, Georgia State University shall retain patent counsel for the preparation, filing and prosecution of any patent(s) covering joint intellectual property. Patent expenses will be shared equally by the parties. Georgia State University shall provide SWJTU copies of all correspondence related to such patent applications.

v. Georgia State University shall seek a license for the commercial development of joint intellectual property. Prior to Georgia State University entering into a license agreement on behalf of the parties, SWJTU shall have the right to review and approve the terms and conditions of such license agreement. Such approval shall not be unreasonably withheld and shall be given in a timely manner, which shall not exceed sixty (60) calendar days unless extenuating circumstances warrant additional time. When appropriate, SWJTU can play the leading role in negotiations when involving licensing to a company in China.

vi. Income of any kind received as consideration for a license agreement shall be divided equally between the parties.

vii. Each of the parties has the right to publish or otherwise publicly disclose the information gained in the course of performing this Agreement. In order to avoid loss of intellectual property rights as a result of premature public disclosure and to avoid publication of confidential information, the party wishing to publicly disclose the information will submit any such materials to the other party for review and comment at least thirty (30) days prior to the planned public disclosure. If either of the parties decides that steps need to be taken to secure intellectual property rights, the publication or presentation shall be delayed an additional thirty (30) days or until such legal rights may be secured, whichever is sooner. All publications resulting from this Agreement must give recognition to this Agreement.
14. Modification, Termination, and 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 researchers participating in this 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).

15. 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: Raj Sunderraman  
Title: Professor and Acting Chair  
Department: Computer Science  
College of Arts & Sciences  
Address: 25 Park Place, Room 724  
Atlanta, GA 30303  
Phone: (404) 413-5726  
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**For Southwest Jiaotong University**

Name: Tianrui Li  
Title: Professor and Chair  
Department: Department of Software Engineering  
School of Information Science and Technology  
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District, Chengdu 610031  
Phone: 28-66367458  
E-mail: trli@swjtu.edu.cn
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 & Sciences’
Computer Science Department

By: William J. Long
Dean

Date: 06/22/15

Southwest Jiaotong University and its
School of Information Science and Technology’s
Department of Software Engineering

By: Wei Pan
Dean

Date: 7/7/2015

By: Raj Sunderraman
Professor and Acting Chair

Date: 6/19/2015

By: Tianrui Li
Professor and Chair

Date: 7/7/2015