RENEWAL OF THE STUDENT EXCHANGE AGREEMENT

BETWEEN

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS
J. MACK ROBINSON COLLEGE OF BUSINESS, ATLANTA, U.S.A.

AND

TOULOUSE BUSINESS SCHOOL
TOULOUSE, FRANCE

In furtherance of the existing relationship established in June 2014, between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its J. Mack Robinson College of Business, Atlanta, Georgia, United States of America (“Georgia State”) and Toulouse Business School, Toulouse, France (“TBS”), both parties agree to renew a student exchange in accordance with the terms and conditions set forth in this agreement (“Agreement”).

Georgia State and TBS hereby agree to the following:

1. **Description of Program**

   This Agreement renews a student exchange program at the partner institution (“Exchange Program”). The program enables students from Georgia State to take classes at TBS while working towards a degree at Georgia State where the student is formally enrolled. This Agreement provides for a one-way flow of students from Georgia State to the TBS and its available campuses. The terms for mobility from TBS to Georgia State is defined in a currently executed agreement “Renewal of the Dual Degree 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 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 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 TBS consists of two regular semesters: the Fall semester begins in September and ends in December and the Spring semester begins in January and runs into June. In addition, there is a three-week summer seminar. Students from Georgia State taking classes at TBS may participate during any semester.

3. **Number of Students**

Under this agreement renewal, the two institutions will exchange students on a one-for-one basis, according to credit hours. This Agreement provides terms for mobility from Georgia State to TBS. Each academic year, the institutions will allocate semester spaces for the partner’s full-time exchange students in this program. 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.

As an alternative means of maintaining the exchange balance, TBS will accept up to 30 Georgia State students into a three-week summer seminar. Two (2) students in the seminar (earning 6 credits each) shall be the equivalent of one (1) semester space (12 credits).

4. **Units Involved in Exchange Program**

Participants in the Program may be drawn from J. Mack Robinson College of Business at Georgia State at the discretion of both parties.

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 TBS in order to participate. At TBS, the language of instruction is English and French. These language requirements apply only to the students and not to their spouses and/or dependents. TBS 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/or 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. Submission of all documents required for acceptance to the Host University;
2. Payment of all mandatory student fees and tuition to the Home University by the published deadlines;
3. 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;
4. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
5. When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines;
6. 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;
7. Submitting any health or immunization records required by Host University;
8. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
9. 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; and
10. Providing the appropriate exchange coordinator/director at the Host University emergency contact information.

8. **Visa Requirements**

The 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.

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 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 TBS 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:

<table>
<thead>
<tr>
<th>For Georgia State University</th>
<th>For Toulouse Business School</th>
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</thead>
<tbody>
<tr>
<td>Name: Emily Caskey</td>
<td>Name: Florence Ramillon</td>
</tr>
<tr>
<td>Title: Program Manager</td>
<td>Title: Director of International Relations &amp; Development</td>
</tr>
<tr>
<td>Department: Robinson College of Business</td>
<td>Department: TBS International Relations</td>
</tr>
<tr>
<td>Address: 35 Broad Street, Suite 703, Atlanta, GA, 30303, USA</td>
<td>Address: 1 Place Alphonse Jourdain 31 000 Toulouse, France</td>
</tr>
<tr>
<td>Phone: +1 404-413-7144</td>
<td>Phone: +33 5 61 29 48 41</td>
</tr>
<tr>
<td>Fax: +1 404-413-7162</td>
<td>Fax: No fax</td>
</tr>
<tr>
<td>Email: <a href="mailto:ecaskey@gsu.edu">ecaskey@gsu.edu</a></td>
<td>Email: <a href="mailto:f.ramillon@tbs-education.fr">f.ramillon@tbs-education.fr</a></td>
</tr>
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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 J. Mack Robinson College of Business**

By: __________________________
Richard Phillips
Dean

Date: July 8, 2020

**Toulouse Business School**

By: __________________________
Stephanie Lavigne
Dean & General Director

Date: 19/03/2020
July 8, 2020

Toulouse Business School
1 Place Alphonse Jourdain
31 000 Toulouse, France

RE: Program Specific Agreement for a Student Exchange Program entered into between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its J. Mack Robinson College of Business (“Georgia State”) and Toulouse Business School (“TBS”) dated July 8, 2020.

Dear Dean Lavigne,

In accordance with the terms of the above-referenced Agreement, Georgia State and TBS elect to amend the term of the above-referenced Agreement as follows:

The following paragraph will be added below the first paragraph of the Agreement:

At the time this agreement is signed, the COVID-19 pandemic has disrupted travel and academic operations. Therefore, the parties agree that before this agreement is implemented, each party must confirm that the timing and plans are acceptable. The implementation of the agreement may be postponed or cancelled at the request of either party.

All other terms of the Agreement shall remain in full force and effect. If the terms of this letter are acceptable, please indicate your acceptance by signing in the space provided below.

Board of Regents of the University System of Georgia by and on behalf of Georgia State University and J. Mack Robinson College of Business

By: Richard Phillips
Dean

Date: 7.13.2020

Toulouse Business School

By: Stephanie Lavigne
Dean & General Director

Date: 15.07.2020