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 order to continue the valued partnership and goal of improving 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 ("Georgia State" or "GSU") and its J. Mack Robinson College of Business ("RCB"), Atlanta, Georgia, United States of America and Toulouse Business School ("TBS") Master’s in Management, Toulouse, France, agree to renew the 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 is renewed to continue to facilitate a student exchange program ("Program") at the partner institution. 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. Historically this Agreement provided for a two-way exchange of students between institutions, however, in an effort to correct the imbalance of students from the past three-year agreement the current version provides for a one-way flow of students from Georgia State to the TBS campus in Toulouse, France or, when space is available, the Barcelona, Spain, campus. In principle, Georgia State and TBS hope to return to a two-way exchange in the future.

Student Exchange Program Type: Non-Degree Program

For purposes of this Agreement, with respect to the Student Exchange, the term “Home Institution” shall mean the institution in which a student is formally enrolled as a degree candidate, and “Host Institution” shall mean the institution that has agreed to receive students from the Home Institution for a period of study.
2. **Term and Academic Years**

This Agreement becomes effective on the date it is duly signed by authorized 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. 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 (5) academic years. This Agreement may be renewed for additional five year renewal terms upon the advance written agreement of both parties.

The academic year at TBS consists of two regular semesters: the first runs September to December (Master 1 or Master 2 years, depending on the academic level of the students, and the second runs January to June (Master 1 year). In addition, there is a three-week summer seminar. Students from Georgia State taking classes at TBS will be allowed to participate without restrictions concerning the academic term.

3. **Number of Students**

Under this Agreement renewal, starting summer 2014, TBS will receive graduate students from Georgia State on a one-way arrangement to promote student interest in the Program and to correct the reciprocal imbalances from the past agreement term. The Program will strive to balance the ratio of students and as appropriate, credit hours between the two institutions as indicated below:

   a. A maximum of six (6) graduate students per year may be sent to TBS. Enrollment of each student at TBS is limited to one semester;
   b. The exchange balance will be measured according to the following formula: one full-time semester student at TBS equals one full-time semester student at Georgia State; and
   c. As an alternative means of balancing the exchange, and in addition to the semester long exchange allotment, TBS offers the opportunity for 30 RCB students to be nominated and attend a three-week summer seminar. Two (2) RCB students in the TBS summer seminar shall be the equivalent of one (1) TBS student that was previously enrolled full-time for one semester of study in RCB program courses.

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 RCB and TBS.

5. **Student Exchange Requirements for Participation**

Students who wish to participate in the Program will be screened for eligibility for admission by Georgia State, which shall respect the admission requirements and enrollment constraints of TBS. TBS shall have final authority over decisions regarding admission of students to its courses.

   a. RCB will recommend students to TBS. Students must be in good academic standing in their program with a minimum GPA of 3.0. RCB students must satisfy any additional prerequisites of TBS courses prior to being accepted in the Program;
b. Upon receipt of recommendation, TBS will direct RCB candidates through the application process. All application documents must be received at TBS by deadlines designated by TBS;

c. Students will be required to comply with the regulations of TBS regarding health documentation; and

d. Students must be proficient in the language of instruction for courses being taken at TBS in order to participate; the language of instruction is English.

6. **Academic Counseling, Credits and Reports**

The school, department or unit involved in this Agreement at Georgia State will provide academic counseling to its students to ensure that the courses taken at TBS are acceptable with respect to its own degree programs. TBS will supply Georgia State with course descriptions and other pertinent materials/non-privileged information to assist in determining course equivalency.

a. Students must pursue the approved course of study for the agreed period;

b. Students will register for and carry a normal load of classes appropriate to their visa status and equivalent to full-time status each semester. Students must have prerequisites in place to allow for registration of desired courses;

c. Students attending for a full semester will take modules offered by TBS that are pre-approved by RCB. These modules are normally equivalent to courses in the Master's in Management at TBS, but taught in English. RCB students whose fluency in French meets the standard of TBS may have the option of enrolling in the French track;

d. Students participating in the TBS Summer Seminar will earn six (6) semester hours of credit by enrolling in both sections of RCB course IB 8400-International Exchange Program Credit. Students will receive a letter grade for each three credit course;

e. Georgia State students will receive institutional credits under this Agreement;

f. This Agreement does not permit students to engage in internships; and

g. At the end of each semester or academic term, students will follow appropriate procedures at TBS to ensure academic records/transcript are sent to Georgia State.

7. **Student Responsibilities and Expenses**

Unless otherwise indicated in an appendix hereto, students in this Program will be responsible for the following:

a. Payment of admission application fees; **WAIVED**;

b. Payment of student fees and tuition to Georgia State;

c. Obtaining the proper visas and other documents required by the government of the Host Institution, including any guaranty that they have the financial resources to meet all expenses;

d. Costs of food, housing, international and local transportation/travel, books, fees for class materials, and other educational and personal expenses;

e. Purchasing the required health/hospitalization/liability insurance, including repatriation, and medical evacuation plans for the time period of their involvement in the Program in order to meet governmental regulations, as well as the regulations of TBS and Georgia State, as set forth in Section 9 below;
f. Abiding by the same regulations and performance standards that pertain to other students at TBS;
g. Providing the appropriate exchange coordinator/director at TBS with emergency contact information; and
h. Submitting any health records required by TBS.

8. Visa Requirements

TBS will provide the necessary documentation (e.g., official letters of admission, immigration documents) for Georgia State students to obtain a visa to enter and study in the host country. In order to produce this documentation, they will rely on Georgia State communicating student information four to five months before the start of the Program. TBS will update Georgia State 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 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 Program. Georgia State students must purchase the mandatory Georgia State study abroad insurance.

10. Housing for Students

TBS may offer advice to exchange students regarding accommodations, but it is the students’ responsibility to make living arrangements in the host country.

11. Employment

This Agreement allows employment of students so long as the employment does not violate visa requirements and it has been approved by TBS prior to engaging in employment.

TBS is not responsible for providing employment.

12. Compliance with Rules and Regulations

Students will be subject to the rules and regulations of TBS, and the laws and procedures of the country in which the institution is located. The exchange students must pursue the approved course of study for the agreed period.

TBS 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 TBS will, absent extenuating circumstances, attempt to consult with Georgia State 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 Program, the Program will be considered complete by TBS with respect to that student. No replacements will be sent to TBS for students who do not complete the Exchange Program.
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. 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 Georgia State and TBS unless such disclosure is unlawful under the law of the Host Institution’s country.

14. **Modification, Termination, Renewal of Agreement**

The status of the Agreement will be evaluated annually, and will be formally reviewed and evaluated before each renewal.

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 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.

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: Jenny Callahan  
Title: Coordinator of International Programs  
Department: Graduate Recruiting & Student Services, RCB  
Address: 35 Broad Street, Suite 605,  
Atlanta GA 30303  
Phone: 404-413-7144  
Fax: 404-413-7162  
E-mail: jcallahan@gsu.edu

**For Groupe ESC Toulouse**

Name: Marie-Hélène HEIT  
Title: Head of International Relations  
Department: International Relations  
Address: 20, Boulevard Lascrosses-BP 7010  
Toulouse, Cedex 7, France 31068  
Phone: 33-561-29-48-74  
Fax: 33-561-29-47-92  
E-mail: mh.heit@tbs-education.fr
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 J. Mack Robinson College of Business

By: ____________________________
H. Fenwick Huss
Dean

Date: 17 April 2014

Toulouse Business School

By: ____________________________
Jacques Igalens
Director

Date: 5 June 2014

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