RENEWAL OF THE 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 & SCIENCES, ATLANTA, U.S.A.

And

TSINGHUA UNIVERSITY
AND ITS COLLEGE OF HUMANITIES
BEIJING, CHINA

In order to continue the long standing partnership and goal 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 & Sciences, Atlanta, Georgia, United States of America (“Georgia State”) and Tsinghua University through its College of Humanities (“Tsinghua”) agree to renew a student and faculty exchange in accordance with the terms and conditions set forth in this agreement (“Agreement”).

Georgia State and Tsinghua 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 members and researchers from each university to visit the other university and engage in certain activities (individually, the “Faculty/Researcher Exchange”). This is a non-degree student program, and the faculty/researcher program is intended to permit faculty members and researchers from each Home University to visit, conduct joint research, or teach at the Host University.

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.

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 8 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. 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 Georgia State consists of two regular semesters: the Fall term begins in August/September and runs through December, and the Spring term begins in January and runs through May. In addition, there is a summer semester and an abbreviated Maymester. Students from Tsinghua will participate only during the Fall or Spring terms.

The academic year at Tsinghua consists of two regular semesters: the Fall term begins in September and runs through January, and the Spring term begins in February and runs through May. There is also an abbreviated Summer term. Students from Georgia State taking classes at Tsinghua will be allowed to participate only during the Fall and Spring terms.

3. Number of Students, Faculty Members and Researchers

Starting in Spring 2014 and continuing for each year during the term of this Agreement, the two institutions will exchange faculty/researchers and undergraduate and graduate students on a one-for-one basis. For students, the exchange will be measured according to the following formula: one full-time semester student at Georgia State equals one full-time semester student at Tsinghua. In general, the exchange should be undergraduate students for undergraduate students/graduate students for graduate students. A maximum of four undergraduate students and two graduate students will be sent to each institution annually. There are no maximum numbers of faculty or researchers. These maximum numbers may be amended in writing by both parties.

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.
4. Units Involved in Exchange Program

Undergraduate participants in the program will be drawn from any discipline and graduate students will be from the Applied Linguistics Department at Georgia State, and the Department of Foreign Languages at Tsinghua, at the discretion of both parties. Undergraduate exchange students enrolled at Georgia State may take coursework in the College of Arts & Sciences; graduate exchange students enrolled at Georgia State may take coursework in the Department of Applied Linguistics & ESL. Undergraduate exchange students enrolled at Tsinghua may take coursework in Chinese language, and graduate exchange students enrolled at Tsinghua may teach English and take coursework in the Department of Foreign Languages and Literatures.

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. Tsinghua students must submit immunization documentation, including but not limited to Measles, Mumps and Rubella or MMR, Tetanus, Diphtheria, Varicella, Hepatitis B for enrollment. Georgia State Students will submit any required 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 Tsinghua, the languages of instruction are Chinese and English. Students from Tsinghua will be required to submit the GSU English Language Proficiency Form or English language proficiency scores appropriate for undergraduate or graduate admission. Students from Georgia State will not be required to demonstrate 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 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 residential 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 here, students in this Exchange Program will be responsible for the following:

1. Payment of all 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 food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
4. Purchasing the required health/hospitalization/liability insurance, including repatriation, 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;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Providing the appropriate exchange coordinator/director at the Host University emergency contact information; and
7. 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 GSU are required to obtain a J1 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 GSU’s International Student & Scholar Services.

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 Tsinghua who do not have appropriate insurance must obtain Georgia State’s international students’ insurance policy. Students from Georgia State must obtain Georgia State’s 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 Tsinghua and 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 canton 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. 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 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 Tsinghua will be required to have proficiency in English. The languages of instruction at Tsinghua are Chinese and English, and faculty/researchers from Georgia State will be required to have proficiency in at least one of those 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, 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 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 faculty or researchers from Tsinghua.

Tsinghua 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. Tsinghua is not expected to cover these expenses for any visiting faculty or researchers from Georgia State.

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 GSU are required to obtain a J1 visa, and therefore must provide documentation of sufficient financial resources. Forms and detailed information about this process will be provided by GSU’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/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 scholar shall not abrogate this Agreement, or arrangements regarding other scholars.

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. 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).

9. 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

Dr. Gayle Nelson  
Coordinator of International Programs  
College of Arts & Sciences  
730 Langdale Hall  
Peachtree Center Avenue  
Atlanta, GA 30303 USA  
404-413-5106 (tel)  
gaylenelson@gsu.edu

For Tsinghua University

Dr. Lu Zhongshe  
Deputy Director, Department of Foreign Languages and Literatures  
Room 211, Wennanlou  
Tsinghua University  
Beijing, 100084 PR China  
86-10-62784969 (tel)  
lvzhs@mail.tsinghua.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

By: MaryAnn Romski
Acting Dean

Date: 11/19/2013

Tsinghua University and its
College of Humanities

By: Shisheng Liu
Acting Dean

Date: 28 Nov. 2013