



UNIVERSITY OF
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**PROGRAM SPECIFIC AGREEMENT FOR A
STUDENT, FACULTY AND RESEARCHER EXCHANGE**

Between

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON
BEHALF OF GEORGIA STATE UNIVERSITY AND ITS LEWIS COLLEGE OF NURSING AND
HEALTH PROFESSIONS, ATLANTA, U.S.A.**

And

**UNIVERSITY OF KWAZULU - NATAL AND ITS SCHOOL OF NURSING AND PUBLIC
HEALTH
DURBAN, SOUTH AFRICA**

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 Lewis College of Nursing and Health Professions, Atlanta, Georgia, United States of America ("Georgia State") and University of KwaZulu-Natal and its School of Nursing and Public Health, Durban, South Africa ("UKZN") agree to institute a student, faculty, and researcher exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and UKZN hereby agree to the following:

1. Description of Program

This Agreement is established to facilitate an exchange program at the partner institution with graduate 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").

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.

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 9 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State or UKZN 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 Georgia State consists of two regular semesters: the Fall semester begins in August and ends in mid-December and the Spring semester begins in January and runs into May. In addition, there is an abbreviated Summer Term and Summer Institute. Faculty members/researchers and students from UKZN may participate during any semester.

The academic year at UKZN consists of two regular semesters: Semester 1 begins in February and ends in mid-June and Semester 2 begins in July and ends in November. In addition, there is an abbreviated Winter and Summer semester. Faculty members/researchers and students from Georgia State taking classes at UKZN may participate during any semester.

3. Number of Students, Faculty Members and Researchers

Starting in Summer 2019 and continuing for each year during the term of this Agreement, the two institutions will exchange faculty/researchers and graduate students on a one-for-one basis, according to credit hours. Each academic year, the institutions will allocate semester spaces for the partner's full-time exchange students. If an institution sends a student for the academic year, this counts for two semesters of that year's total.

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.

For faculty/researchers, each institution will host the partner's full-time faculty/researchers for up to two (2) semesters per academic year. These maximum numbers may be amended in writing by both parties.

4. Units Involved in Exchange Program

Participants in the program will be drawn from Lewis College of Nursing and Health Professions at Georgia State, and School of Nursing and Public Health at UKZN at the discretion of both parties.

Exchange students enrolled at Georgia State may take coursework in Lewis College of Nursing and Health Professions, and exchange students enrolled at UKZN may take coursework in School of Nursing and Public Health.

5. Student Exchange

A. Student Participation Requirements

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 the Host University in order to participate. At both Georgia State and UKZN, the language of instruction is English. No students participating in the exchange will be required to submit proof of English language proficiency. 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-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 Institution, but this remains at the discretion of the Home Institution. 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.

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 or Host University by published deadlines;
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 guarantee 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. When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines;
5. 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 E below;
6. Submitting any health or immunization records required by Host University;
7. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
8. 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
9. Providing the appropriate exchange coordinator/director at the Host University emergency contact information.

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 Georgia State are required to obtain a J-1 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 Georgia State's International Student & Scholar Services.

E. 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 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 UKZN who do not have appropriate insurance must obtain Georgia State's international students' insurance policy. Students from Georgia State must obtain Georgia State's mandatory study abroad insurance coverage. Students from Georgia State must obtain UKZN's health insurance in order to register for study at UKZN.

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 does not allow any type of employment of UKZN and/or Georgia State students in the host country.

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 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.

6. Faculty/Researcher Exchange

A. Faculty/Researcher Participation Requirements

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.

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

Unless otherwise indicated in an appendix attached hereto, 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 by published deadlines;
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 guarantee that they have the financial resources to meet all expenses;
3. Purchasing the required health/hospitalization and 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;
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 through its respective college will pay the salary for any Georgia State faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for Georgia State faculty and researchers while participating in this Exchange Program (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit at Georgia State.

UKZN will pay the salary for any UKZN faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for UKZN faculty and researchers while participating in this Exchange Program (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit at UKZN. All faculty/researchers from the UKZN 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

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 faculty member's/researcher'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.

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 members/researchers will be subject to the rules and regulations of the Host Institution, and the laws and procedures of the state or province in which the institution is located.

The Host Institution will assume no responsibility for a faculty member's/researcher's conduct or lack of compliance with any of the host country's laws. If a faculty member/researcher 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 faculty member/researcher. No replacements will be sent to the Host University for faculty members/researchers who do not complete the Exchange Program. Furthermore, each Host University reserves the right to require a faculty member/researcher to withdraw from the Program if the faculty member's/researcher'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 faculty member/researcher shall not abrogate this Agreement, or the arrangements regarding other faculty members/researchers.

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 certain research sponsors may limit participation 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. 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.

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 or approved 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 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: Kimberly A. Hires
Title: Clinical Assistant
Professor/DNP Program
Director
Department: Lewis College of Nursing &
Health Professions
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Atlanta, GA
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For UKZN

Name: Ashton Bodrick
Title: Executive Director, Corporate
Relations
Address: Howard College, UKZN, Durban,
South Africa
Phone: +27 (0)31-260-7985
Email: BodrickA@ukzn.ac.za

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 Lewis College of Nursing and Health Professions

University of KwaZulu-Natal and its School of Nursing and Public Health

By:



Huanbiao Mo
Interim Dean

By:



Ashton Bodrick
Executive Director of Corporate Relations

Date:

11/01/2019

Date:

18/11/2019