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
UNIVERSITE DE VERSAILLES SAINT-QUENTIN-EN-YVELINES,
ACTING IN ITS OWN NAME AND ON BEHALF OF THE
INSTITUT D’ETUDES CULTURELLES ET INTERNATIONALES
VERSAILLES, FRANCE

Collectively “the Parties”

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 College of Arts & Sciences, Atlanta, Georgia, United States of America (“Georgia State” or “GSU”) and Université de Versailles Saint-Quentin-En-Yvelines, Versailles, France (“UVSQ”) agree to renew their student exchange in accordance with the terms and conditions set forth in this agreement (“Agreement”).

Georgia State and UVSQ hereby agree to the following:

1. Description of Program

This 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 member and researchers from each university to visit the other university and engage in certain activities (individually, the “Faculty/Researcher Exchange”).
Student Exchange Program Type: Please check the appropriate box(es) to indicate program type.

☒ Non-Degree Program
☐ Joint Degree Program
☐ Dual Degree Program
☐ Articulation Program
☐ Certificate Program
☐ Other, please specify ____________________________

For purposes of this Agreement, with respect to the Student Exchange, the term “Home University” or “Home Institution” shall mean the institution in which a student is formally enrolled as a degree candidate, and “Host University” or “Host Institution” 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.

In connection with the Faculty/Researcher Exchange, this Exchange Program is intended to permit faculty members and researchers from each Home University to take advantage of the following opportunities:

1. Short visits in which to familiarize themselves with the Host University in conjunction with other activities;
2. Joint research or supervision/participation in the teaching activities of the Host University; and
3. Collaborative research and teaching activities that can be pursued more fully by the faculty member and researcher during a visit that is a year or more in length.

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) academic 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 either party 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 UVSQ taking classes at Georgia State will be allowed to participate only during the Fall and Spring terms. [Note: Undergraduate students will be exchanged for undergraduate students and graduate students for graduate students.]
The academic year at UVSQ consists of two regular semesters: the first semester begins in early September and ends in late December (for the Language department), and the second semester begins in mid-January and ends in May. Students from Georgia State taking classes at UVSQ will be allowed to participate during both terms.

3. Number of Students and Faculty Members and Researchers

Starting in Fall 2013 and for a maximum of two semesters each, the two institutions will exchange undergraduate and graduate students. The exchange includes course work at the Host Institution.

GSU and UVSQ will endeavor to maintain an evenly balanced exchange throughout the course of this Agreement. Balance is achieved by exchanging an equal number of students each term. However, if conditions exist which render such equity impossible during a particular semester, such imbalance shall be corrected in the immediate subsequent semester to restore balance. GSU and UVSQ will also strive to achieve balance in the number of faculty and researchers exchanged; however, the number of faculty and/or researchers cannot be used to achieve balance for the student exchange. In no event shall an imbalance in the exchange be carried forward beyond one semester. 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.

GSU will exchange with UVSQ a group of students, faculty members and researchers on a one-for-one basis when possible during the term and any renewal terms. The exchange will be measured according to the following formula: one full-time semester student at GSU equals one full-time semester student at UVSQ; and one full-time semester faculty member and/or researcher at GSU equals one full-time semester faculty member and/or researcher at UVSQ. Initially, a maximum of ten students will be sent to GSU and an equal number to UVSQ annually. There are no maximum numbers of researchers or faculty who can participate. These student exchange maximum numbers may be amended in a written instrument signed by GSU and UVSQ.

4. Units Involved in Exchange Program

Participants in the program will be drawn from any academic disciplines at Georgia State and UVSQ, but may only register for courses offered by the College of Arts & Sciences at Georgia State or the Institut d'Etudes Culturelles et Internationales at UVSQ.

5. Student Exchange

A. Requirements for Students to Participate

Students who wish to participate in the Student Exchange 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 at Georgia State, health documentation. UVSQ 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 UVSQ 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 UVSQ the languages of instruction are French and English. The program directors will select students with appropriate
skills. Students from Université de Versailles Saint-Quentin-en-Yvelines will be required to submit a minimum TOEFL CBT score of 250 and a score of 5 on the TOEFL essay or a minimum composite TOEFL iBT score of 80, with a Writing score of at least 22 but will not be required to submit a score for the Test of Spoken English (TSE). Or, students can submit the J-1 exchange student English proficiency form.

The Host Institution may provide assistance in finding a language course, but no financial assistance. Additionally, each Host Institution may assess language skills for placement purposes.

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. Georgia State students will register for full-time coursework (12-15 credit hours) for each semester.

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 institutional credits under this Agreement. GSU students at UVSQ need to take roughly 24 to 30 ECTS, or 2 courses for each 3-credit hour course at GSU.

At the end of each semester or academic term, academic transcripts are updated after the formal grading and academic standing processes are complete. The official transcript includes academic program data as well as courses taken, credit hours earned, and final grades. At Georgia State University, transcript requests are ordered online by the student and can be ordered any time after the formal grading process has been complete. Students can receive the copy in person or request that it be mailed through the United States Postal Service. At UVSQ, official transcripts will be sent to the GSU program director, who will use the World Education Services for conversion of grades and report them to the faculties of record for each student.

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 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, materials fees associated with particular classes, 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;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Submitting any health or immunization records required by Host University as set forth in section 5 above; and
7. Complying with Georgia State’s Study Abroad Management Policies. The Georgia State contact person/program director should notify the Study Abroad Programs office at least 3 months prior to students’ departure in order to ensure the completion of mandated pre-departure crisis prevention documentation and processes.

D. Visa Requirements

The Georgia State contact person/program director will forward all necessary international student/scholar data to Georgia State’s International Student and Scholar Services office to enable UVSQ students to obtain a J-1 visa. Documentation of sufficient financial resources in the United States is also required. Forms will be provided by Georgia State.

The above information must be received at Georgia State approximately three (3) to four (4) months preceding the international student’s arrival to the U.S. This documentation enables Georgia State to sponsor the students as part of this Agreement but does not commit the institution to any financial sponsorship.

GSU students who are American citizens must possess a valid U.S. passport and entry clearance to enter France. All GSU students who do not possess a U.S. Passport (including US lawful permanent residents and other foreign nationals who study at Georgia State on an F-1 or J-1 visa) must follow the process for proper entry clearance required by France for citizens of their home country. International students may be required to provide evidence of sufficient financial resources as determined by host country.

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. The Host University will assist students in identifying available insurance options designed for international students, if necessary.

Students from UVSQ who do not have appropriate insurance must obtain Georgia State’s international students’ insurance policy. Students from Georgia State must subscribe to the French Student Health Insurance Plan (sécurité sociale) at their arrival at UVSQ as it is mandatory for non EU/non EEA/non Québec students (except for: students aged over 28, employed students, some grants), and obtain Georgia State’s study abroad insurance coverage.

F. Housing for Students

Subject to the terms and conditions set forth herein, the Host Institution may, upon request, offer advice and assistance in finding accommodations for the period of exchange but shall not be responsible for providing accommodations for exchange students. At the request of the international specialist in the College of Arts & Sciences, the Georgia State Housing Office will provide UVSQ students information about university housing. UVSQ students are responsible for negotiating leasing agreements with the Georgia State Housing Office as appropriate. Housing space at Georgia State is limited and available on a first-come, first-serve basis. UVSQ students who wish to live in Georgia State housing must complete the application process at least four (4) months preceding their arrival. UVSQ administrators will provide
Georgia State students with information about on-campus housing, but it will be Georgia State students' responsibility to make these arrangements on their own.

G. Employment

This Agreement does not provide for student employment. Notwithstanding the foregoing, some forms of employment may be permitted subject to the laws of the host country and the rules and regulations of the Host Institution as well as students' visa status.

H. Compliance with Rules and Regulations

Exchange students 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 exchange students must pursue the approved course of study for the agreed period.

The Host Institution 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 Institution will, absent extenuating circumstances, attempt to consult with the Home Institution 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 in particular for disciplinary reasons before the end of the Exchange Program, the program will be considered complete by the Host University with respect to that student but this shall not terminate this agreement. No replacements will be sent to the Host University for students who do not complete the Exchange Program during the remaining Program period.

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 UVSQ will be required to have proficiency in English. The languages of instruction at UVSQ are French and English, and faculty/researchers from Georgia State will be required to have proficiency in one or both.

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;

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, if applicable. Georgia State faculty/researchers are strongly advised to purchase insurance as referenced above, and register their travel on CII’s website. Georgia State University faculty are also subject to the crisis management provisions of Georgia State’s Study Abroad Management Policies. Additionally, all participants need to ensure they are aware of and have observed all applicable local and federal export control regulations including without limitation any regulations which may prohibit (a) traveling abroad with certain electronic devices, information or software or (b) disclosures of certain information to non-U.S. persons.

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.

All faculty and researchers visiting Georgia State as part of this Exchange Program must be registered by the English Department with the Georgia State Structured Volunteer Program.

D. Salaries and Expenses

If there is a one-to-one exchange of faculty, Georgia State will pay the salary, air transportation, health insurance, passport and visa fees, and the cost of any procedures needed to adhere to the French health regulations for any Georgia State faculty/researchers who participate in this Exchange Program. Financial assistance in paying for housing for any Georgia State faculty/researchers while participating in this Exchange Program may be negotiated by such faculty/researchers and the appropriate unit at Georgia State.

If there is a one-to-one exchange of faculty, UVSQ will pay the salaries for any UVSQ faculty and researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for UVSQ faculty and researchers while participating in this Exchange Program will be negotiated by such faculty/researchers and UVSQ. All faculty/researchers from the UVSQ 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

The Georgia State contact person/program director will forward all necessary international exchange scholar information to Georgia State’s International Student and Scholar Services office to enable the UVSQ exchange scholar to obtain a J-1 visa.

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 in order to issue the DS-2019. Forms and detailed information about this process will be provided by GSU’s International Student & Scholar Services.
The above information must be received at Georgia State approximately three (3) to four (4) months preceding the international scholar's arrival to the U.S. This documentation enables Georgia State to sponsor the scholars as part of this Agreement but does not commit the institution to any financial sponsorship.

GSU faculty/researchers who are American citizens must possess a valid U.S. passport and entry clearance to enter France. All GSU faculty/researchers who do not possess a U.S. Passport (including US lawful permanent residents and other foreign nationals employed at Georgia State) must follow the process for proper entry clearance required by France for citizens of their home country. International faculty/researchers may be required to provide evidence of sufficient financial resources as determined by the partner country.

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 faculty or researcher shall not abrogate this Agreement, or the arrangements regarding other faculty or researchers. If a faculty/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 faculty/researcher. No replacements will be sent to the Host University for faculty/researchers who do not complete the Exchange Program.

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; furthermore, the parties agree to conclude a specific agreement for each research activity, which will specify the terms and conditions under which they shall be undertaken, among others, the financial aspects, the confidentiality and intellectual property rules.

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 respect this agreement.
Each party agrees not to publish or disclose, by any means, directly or indirectly, expressly or implicitly, all the scientific, technical, commercial or any kind of information belonging to the other party which could have been known during the implementation of this Agreement as long as this information does not belong to the public domain. This commitment shall remain in force during five (5) years from the date of signature of this Agreement, notwithstanding its termination or its date of maturity.

Except as required by law, 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 specific agreement related to the concerned research mentioned above. 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 time period, or after other activities related to the Exchange Program have concluded.

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
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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 its College of Arts & Sciences

By: [Signature]
MaryAnn Romski
Acting Dean

Université de Versailles Saint-Quentin-en-Yvelines

By: [Signature]
Jean-Luc Vayssière
President

Date: 11/25/13

Date: 

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