



**UNIVERSITY OF LEEDS**

**PROGRAM SPECIFIC AGREEMENT FOR A  
RESEARCHER EXCHANGE**

**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, CENTER FOR EXCELLENCE IN BRAND & CUSTOMER MANAGEMENT, ATLANTA,  
U.S.A.**

**And**

**THE UNIVERSITY OF LEEDS AND ITS LEEDS UNIVERSITY BUSINESS SCHOOL, GLOBAL AND  
STRATEGIC MARKETING RESEARCH CENTRE  
LEEDS, UNITED KINGDOM**

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 J. Mack Robinson College of Business Center for Excellence in Brand & Customer Management, Atlanta, Georgia, United States of America ("Georgia State") and The University of Leeds and its Leeds University Business School, Global and Strategic Marketing Research Centre, Leeds, United Kingdom ("LUBS") agree to institute a research exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and LUBS hereby agree to the following:

**1. Description of Program**

This Agreement is established to facilitate a researcher exchange program at the partner institutions (collectively the "Exchange Program"). The Exchange Program will encourage researchers from each institution to visit the other institution and engage in certain activities. For purposes of this Agreement, the term "Home University" shall mean the institution in which a researcher is normally employed, and "Host University" shall mean the institution that the researcher is visiting.

This Exchange Program is intended to enable researchers from each Home University to take advantage of the following opportunities:

- Short visits in which to familiarize themselves with the Host University in conjunction with other activities including the annual Marketing Research Event at Leeds University Business School during June or July;
- Joint research or supervision or participation in the teaching activities of the Host University; and
- Collaboration that allows students to participate in the Certificate Program in Brand & Customer Management offered by The Center for Excellence in Brand & Customer Management at the J. Mack Robinson College of Business.

## **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 three (3) years, unless earlier terminated by either party pursuant to Section 15 below. The agreement is renewable for additional three-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 or LUBS assume any financial obligations by entering into this Agreement and, in no event shall the Term of this Agreement extend beyond five academic years. At the discretion of the appropriate dean and department chair at each Home University, researchers may be released from present responsibilities at the applicable Home University for up to one academic year in order to teach or conduct research at the Host University, with the approval of the Host University.

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 Maymester and a Summer semester. Researcher visits from LUBS to Georgia State will have no semester restrictions.

The academic year at LUBS consists of three terms: Autumn Term begins in September and ends in December; Spring Term begins in January and ends in March; Summer Term begins in April and ends in June. Researcher visits from Georgia State to LUBS will have no semester restrictions.

## **3. Number of Researchers Exchanged**

Georgia State and LUBS will endeavor to maintain an evenly balanced exchange during the Term of this Agreement. However, if conditions exist that render such equity impossible to maintain during a particular academic year, the imbalance may be carried forward from one Term to the next, if any, provided that an attempt to make necessary adjustments will be made in the following year to restore balance. Either party to this Agreement may refuse to allow additional incoming researchers until the exchange balance is restored.

Georgia State will exchange with LUBS a group of 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 researcher at Georgia State equals one full-time semester researcher at LUBS. Initially, a maximum of four (4) researchers will be sent to Georgia State and an equal number to LUBS. This maximum number may be amended in a written instrument signed by Georgia State and LUBS.

## **4. Units Involved in Exchange Program**

Participants in the program will be drawn from the J. Mack Robinson College of Business Center for Excellence in Brand & Customer Management at Georgia State, and the Global and Strategic Marketing Research Centre at LUBS at the discretion of Georgia State and LUBS.

## **5. Requirements for Participation**

Researchers who wish to participate in the Exchange Program will be screened for eligibility by the Home University and approved by the Host University.

Researchers should be proficient in the language of the Host University in order to participate. At both institutions, the language of instruction is English.

Each Host University shall have final authority over decisions regarding the acceptance of researchers from the Home University to participate in research, teaching or other activities.

## **6. Researcher Responsibilities**

Unless otherwise indicated in an appendix hereto, each researcher participating in this Exchange Program will be responsible for the following:

- A. Payment of all expenses and fees that his or her Home University has not agreed to pay by published deadlines;
- B. With assistance from the Host University, and any financial assistance from the Home 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;
- C. Purchasing the required health/hospitalization/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;
- D. Submitting any health or immunization records required by Host University;
- E. Abiding by the same regulations and performance standards that pertain to other researchers at the Host University;
- F. Submitting to criminal background checks, if necessary; and
- G. Complying with the Home University's Travel and Safety Guidance, including observing applicable local and federal export control regulations.

## **7. Department/School/Unit Responsibilities**

Participating institution units are responsible for identifying and arranging for a supervisory and reporting structure applicable to all visiting researchers participating in the Exchange Program.

## **8. 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.

LUBS will pay the salary for any LUBS faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for LUBS 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 LUBS. All faculty/researchers from the LUBS who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the United States.

## **9. 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 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.

## **10. Office Space**

Each Host University agrees to provide office space and appropriate administrative support for visiting researchers.

## **11. Compliance with Rules and Regulations**

Exchange 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 researcher's conduct or lack of compliance with any of the host country's laws. If a 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 researcher.

No replacements will be sent to the Host University for researchers who do not complete the Exchange Program. Furthermore, each Host University reserves the right to require a researcher to withdraw from the Program if the 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 researcher shall not abrogate this Agreement, or the arrangements regarding other researchers.

## **12. 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 by researchers on specific 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 visiting researchers participate in research funded by a third party sponsor, the parties agree that such researcher's activities will abide by the terms of the sponsorship agreement. If visiting researchers receive third party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the researchers will be bound by the confidentiality and nondisclosure terms of such agreement.



### **13. Intellectual Property**

It is not anticipated that any intellectual property will be developed as a result of joint research. Researchers pledge to disclose any intellectual property developed as a result of joint research to both the Host Institution and the researchers Home Institution, 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.

Regarding activities resulting from the adjunct appointment and research, the parties agree to the following:

- A. Title to all intellectual property made solely by Georgia State University inventors resulting from this Agreement shall reside in Georgia State University and shall not be subject to the terms and conditions of this Agreement;
- B. Title to all intellectual property made solely by LUBS inventors resulting from this Agreement shall reside in LUBS and shall not be subject to the terms and conditions of this Agreement;
- C. Title to all intellectual property made jointly by Georgia State University and LUBS inventors shall reside jointly in the parties. The parties will be responsible for ensuring that joint intellectual property is disclosed to both parties.
- D. In the event of such joint intellectual property, Georgia State University shall retain patent counsel for the preparation, filing and prosecution of any patent(s) covering joint intellectual property. Patent expenses will be shared equally by the parties. Georgia State University shall provide LUBS copies of all correspondence related to such patent applications.
- E. Georgia State University shall seek a license for the commercial development of joint intellectual property. Prior to Georgia State University entering into a license agreement on behalf of the parties, LUBS shall have the right to review and approve the terms and conditions of such license agreement. Such approval shall not be unreasonably withheld and shall be given in a timely manner, which shall not exceed sixty (60) calendar days unless extenuating circumstances warrant additional time. When appropriate, LUBS can play the leading role in negotiations when involving licensing to a company in China.
- F. Income of any kind received as consideration for a license agreement shall be divided equally between the parties.
- G. Each of the parties has the right to publish or otherwise publicly disclose the information gained in the course of performing this Agreement. In order to avoid loss of intellectual property rights as a result of premature public disclosure and to avoid publication of confidential information, the party wishing to publicly disclose the information will submit any such materials to the other party for review and comment at least thirty (30) days prior to the planned public disclosure. If either of the parties decides that steps need to be taken to secure intellectual property rights, the publication or presentation shall be delayed an additional thirty (30) days or until such legal rights may be secured, whichever is sooner. All publications resulting from this Agreement must give recognition to this Agreement.

### **14. Travel Warning Countries Policy**

Georgia State's Policy on Travel to Countries with Travel Warnings governs travel by Georgia State students, faculty and staff to countries for which the U.S. Department of State has issued a Travel

Warning. The University does not sponsor travel for undergraduate students to a country for which a Travel Warning has been issued. Travel by faculty, staff and graduate students must be approved by specified Georgia State administrators.

Should a Travel Warning be issued during the term of this Agreement, this Agreement will be limited to reciprocal exchange for individuals whose travel is approved under Georgia State's Policy on Travel to Countries with Travel Warnings.

#### **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 researchers participating in this 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:

##### **For Georgia State University**

Name: V. Kumar  
Title: Regents Professor  
Department: Center for Excellence in Brand and Customer Management  
Address: Buckhead Center, #204  
Phone: 404-413-7590  
Fax: n/a  
Email: vk@gsu.edu


##### **For University of Leeds**


Name: Roger Gair  
Title: Secretary  
Department: University of Leeds  
Address: Leeds LS2 9JT, UK  
Phone: 44-113-343-4011  
Fax: n/a  
Email: j.r.gair@adm.leeds.ac.uk

**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; Centre For Excellence In Brand & Customer Management**

**LUBS and its Global and Strategic Marketing Research Centre**

By:   
Richard Phillips  
Dean

By:   
Peter Moizer  
Executive Dean

Date: 9/5/17

Date: 21/9/17