



**PROGRAM SPECIFIC AGREEMENT FOR A
FACULTY AND RESEARCHER EXCHANGE**

Between

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS OCCUPATIONAL THERAPY DEPARTMENT IN
THE BYRDINE F. LEWIS SCHOOL OF NURSING AND HEALTH PROFESSIONS,
ATLANTA, U.S.A.**

And

**YONSEI UNIVERSITY AND ITS OCCUPATIONAL THERAPY DEPARTMENT
WONJU-SI, SOUTH KOREA**

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 Occupational Therapy Department in the Byrdine F. Lewis School of Nursing and Health Professions, Atlanta, Georgia, United States of America ("Georgia State") and Yonsei University and its Occupational Therapy Department, Wonju-Si, Korea ("Yonsei") agree to institute a faculty and researcher exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and Yonsei hereby agree to the following:

1. Description of Program

This Agreement is established to facilitate and encourage faculty members and researchers from each university to visit the other university and engage in certain activities ("Faculty/Researcher Exchange"). 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 14 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State or Yonsei assume 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 years 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 semester begins in August and ends in mid-December and the Spring semester begins in January and runs into May. In addition, there is a Summer semester and an abbreviated Maymester. Faculty members/researchers from Yonsei will participate during any semester.

The academic year at Yonsei consists of General Calendar for Yonsei (semesters/terms with months). Faculty members/researchers from Georgia State will participate during any semester.

3. Number of Faculty Members and Researchers

Starting in a mutually agreeable semester, from 2018 and continuing for each year during the term of this Agreement, the two institutions will exchange faculty/researchers on a one-for-one basis. Each institution will host the partner's full-time faculty/researchers for up to one (1) semester 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 Occupational Therapy Department at Georgia State, and Occupational Therapy Department at Yonsei at the discretion of both parties.

5. 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.

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 Yonsei will be required to provide proof of proficiency in English. The language of instruction at Yonsei is English and faculty/researchers from Georgia State will be required to have proficiency in that language. 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.

6. 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.

7. 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.

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.

Yonsei will pay the salary for any Yonsei faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for Yonsei 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 Yonsei. All faculty/researchers from the Yonsei 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 scholar'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 and Support

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

11. 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.

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 visiting 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 or researchers 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 or 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 exchange faculty or researchers will be bound by the confidentiality and nondisclosure terms of such agreement.

Exchange faculty or researchers 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.

13. 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.

14. 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 or researchers 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: Kinsuk Maitra
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For Yonsei University


Name: Hae Yean Park
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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 Byrdine F. Lewis School of Nursing and Health Professions Occupational Therapy Department

Yonsei University and its Occupational Therapy Department

By: 
Nancy Kropf
Dean, Lewis School of Nursing and Health

By: 
Minye Jung, Ph.D.
Chair, Occupational Therapy

Date: 2/28/17

Date: 22 / Feb. 2017