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 J. MACK ROBINSON COLLEGE OF BUSINESS,
ATLANTA, U.S.A.

And

THE HONG KONG POLYTECHNIC UNIVERSITY AND ITS
SCHOOL OF HOTEL AND TOURISM MANAGEMENT
KOWLOON, HONG KONG

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 Cecil B. Day School of Hospitality in the J. Mack Robinson College of Business, Atlanta, Georgia, United States of America ("Georgia State" or "GSU") and the School of Hotel and Tourism Management (SHTM), The Hong Kong Polytechnic University (PolyU) agree to institute a student and faculty exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

PREAMBLE

This agreement establishes a friendly relationship through mutual cooperation for the purpose of academic cooperation through the exchange of undergraduate students, faculty and collaboration on research. This Agreement is in accordance with the desires of both institutions to encourage partnerships within the international academic community.

Georgia State and SHTM of PolyU hereby agree to the following:

1. **Description of Program**

   This agreement ("Agreement") is established to facilitate an exchange program between 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”) while the faculty/researcher exchange program enables faculty members and researchers from each university to visit the other university and engage in certain activities (individually, the “Faculty/Researcher Exchange”).

**Student Exchange Program Type:** Non-Degree Program

This Student Exchange program is intended to permit student exchange and study abroad programs focused on the disciplines of hospitality and tourism.

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.

**Faculty/Researcher Exchange Type:**

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:

Exchange of faculty members for the purpose of research, teaching and presentation of special courses in their fields of specialization in hospitality and tourism.

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 the last required institutional representative. 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. 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 an additional five-year renewal term upon the advance written agreement of both parties.

The academic year at Georgia State consists of two regular semesters: the first begins in August and runs through December, and the second begins in January and runs through May. In addition, there is a summer semester and an abbreviated Maymester. Faculty members/researchers and students from SHTM will participate without restrictions regarding semester preference.

The academic year at SHTM consists of two semesters, fall and spring. Students from Georgia State taking classes at SHTM will be allowed to participate without restrictions regarding semester preference.

3. **Number of Students and Faculty Members and Researchers**

Starting spring semester 2014, the two institutions will exchange faculty, researchers and/or undergraduate students, as applicable. The programs will strive to balance the ratio of students and, as appropriate, credit hours between the two institutions during any given semester. However, if conditions exist that render such equity impossible to maintain during a particular semester, such imbalance shall be corrected in the immediate subsequent semester 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 additional incoming students or faculty members and/or researchers until the exchange balance is restored.

Georgia State will exchange with SHTM a group of students, faculty members and/or 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 Georgia State equals one full-time semester student at SHTM; and one full-time semester faculty member and/or researcher at Georgia State equals one full-time semester faculty member and/or researcher at SHTM. Initially, a maximum of four (4) students will be sent to Georgia State and an equal number to SHTM, and a maximum of two (2) faculty members and/or researchers will be sent to Georgia State and an equal number to SHTM. These maximum numbers may be amended in a written instrument signed by Georgia State and SHTM.

If a student or faculty member or 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 student or faculty member or researcher. No replacements will be sent to the Host University for students or faculty members or researchers who do not complete the Exchange Program. Furthermore, and pursuant to section 5H below, each Host University reserves the right to require a student to withdraw from the Exchange Program if the student’s academic performance or conduct warrants such action. In addition, each Host University reserves the right to require a faculty member and/or researcher to withdraw from the Exchange Program if the faculty member and/or researcher’s performance or conduct warrants such action. Notwithstanding the foregoing, the Host University will, absent extenuating circumstances, attempt to consult with the Home University before implementing any of the foregoing actions set forth in this paragraph.

4. Units Involved in Exchange Program

Participants in the program will be drawn from the School of Hospitality and other academic departments in the J. Mack Robinson College of Business at Georgia State, and any full time undergraduate program at SHTM, at the discretion of Georgia State and SHTM.

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 at Georgia State, health documentation. SHTM students must submit immunization documentation, including but not limited to Measles, Mumps and Rubella or MMR, Tetanus, Diphtheria, Varicella, Hepatitis B for enrolment. Georgia State students will submit any required SHTM 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 SHTM the language of instruction is English.

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 and take a minimum of 12 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.

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. SHTM students must meet the pre-requisites of each selected course. They may take a maximum of fifteen (15) credit hours per semester. SHTM will determine the extent to which the credit earned at GSU can be applied toward the requirements of SHTM. SHTM students will be advised by their Home Institution regarding the proper selection of courses. GSU will provide information on courses as far in advance as possible to assist SHTM and its students in course selection before students depart for the United States. SHTM will provide its students with alternative courses in case first choices are not available. The Robinson College of Business will assist SHTM students in registering.

GSU students may take up to the equivalent of 15 GSU semester credit hours at SHTM that are preapproved by GSU. GSU students will not be permitted to enroll in courses for which they do not have the prerequisites. GSU students will register for SHTM courses before departure from GSU. GSU equivalent courses for the courses to be taken at SHTM will be determined prior to the students' departure.

To facilitate determination of course equivalents by GSU and SHTM, syllabi of courses under consideration will be mutually exchanged.

Internship Placements:

This Agreement permits students to engage in internships. GSU and/or SHTM students are responsible for identifying, and establishing internships, as well as registering for any relevant academic credit. Such internships will be unpaid. Participants eligible for internships will also need to purchase additional insurance to cover their internship/teaching practice placement periods and submit to criminal background checks when necessary.

C. Student Responsibilities and Expenses

Tuition and fees will be paid by the participating students to their home institutions based on their current scale. Tuition payments will be made in accordance with established deadlines for each home institution.

Insurance for SHTM students will be paid in U.S. funds to GSU by participating SHTM students unless students have already obtained personal health, hospitalization and accident insurance as well as liability coverage that is valid abroad (as stipulated in Section 5E of this agreement.)
Unless otherwise indicated in an appendix hereto, students on this Exchange Program will be responsible for the following:

1. Payment of tuition and student fees 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 guarantee that they have the financial resources to meet all expenses;
3. The costs of international travel, food, housing, local transportation, books and other educational and personal expenses;
4. Purchasing the required health/hospitalization/liability insurance 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 5E below;
5. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
6. Notifying the appropriate exchange coordinator/director at the Host University by e-mail when traveling away from the city in which the Host University is located, and, to the best of their ability, providing emergency telephone numbers where they can be reached;
7. Submitting to criminal background checks and purchasing relevant insurance if they are participating in an internship/teaching practice placement at Host University;
8. Submitting any health or immunization records required by Host University; and
9. 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

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 (ISSS).

GSU Robinson College of Business students who are American citizens must possess a valid U.S. passport and entry clearance to enter Hong Kong. All GSU students who do not possess a U.S. Passport (including US lawful permanent residents and 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 Hong Kong for citizens of their home country. International students may be required to provide evidence of sufficient financial resources.

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 SHTM 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.

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 paid employment of SHTM 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 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 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.

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 and SHTM, the language of instruction is English. This meets the proficiency requirements of both institutions. 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 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 will pay the salary, air transportation, health insurance, passport and visa fees, and the cost of any procedures needed to adhere to the health regulations for any Georgia State faculty and researcher who participate in this Exchange Program. Financial assistance in paying for housing for Georgia State faculty and researchers while participating in this Exchange Program may be negotiated by such faculty and researchers and the appropriate unit at Georgia State.

SHTM will pay the salaries for any SHTM faculty and researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for SHTM faculty and researchers while participating in this Exchange Program will be negotiated by such faculty and researchers and SHTM. All faculty and researchers from SHTM 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 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 (ISSS).

GSU Robinson College of Business faculty/researchers who are American citizens must possess a valid U.S. passport and entry clearance to enter Hong Kong. All GSU Robinson College of Business 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 Hong Kong for citizens of their home 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.

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 Program will be evaluated annually, and will be formally reviewed and evaluated before each renewal.

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:

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<thead>
<tr>
<th>For Georgia State University</th>
<th>For The Hong Kong Polytechnic University</th>
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<tbody>
<tr>
<td>Name: Debby Cannon, Ph.D., CHE</td>
<td>Name: Kaye Chon, Ph.D., CHE</td>
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<tr>
<td>Title: Director</td>
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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 J. Mack Robinson College of Business

By: ____________________________

H. Fenwick Huss
Dean

Date: 04/10/2013

The Hong Kong Polytechnic University’s School of Hotel and Tourism Management

By: ____________________________

Kaye Chon
Dean

Date: 29/01/2017