

**AGREEMENT FOR A NON-DEGREE  
UNDERGRADUATE STUDENT EXCHANGE BETWEEN  
AN ACADEMIC UNIT OF  
THE UNIVERSITY OF PITTSBURGH AND  
CHOSUN UNIVERSITY**

The University of Pittsburgh - Of the Commonwealth System of Higher Education, through its Study Abroad Office (hereafter referred to as "University of Pittsburgh"), Pittsburgh, Pennsylvania, USA, and Chosun University, (hereafter referred to as "Chosun University") Gwangju, South Korea, hereby agree upon the following terms and conditions in connection with an Undergraduate Student Exchange Program between the parties.

Purpose

1. The purpose of this Agreement is to provide expanded curricular offerings and intercultural opportunities for students from the United States and South Korea.

Administration

2. This Agreement shall be administered by the Study Abroad Office of the University Center for International Studies at the University of Pittsburgh and by the Office of External Affairs at Chosun University.
3. Each institution, conforming to the admission requirements of the host institution, shall assume full responsibility in the assessment and nomination of qualified candidates from that institution. Nominated candidates must be admitted to undergraduate study at the nominating institution at the time of their nomination. The nominating institution shall identify nominated candidates on or before March 31 for the Fall semester (first term) and September 1 for the Spring semester (second term). The host institution shall then make the final selection of the participants. Such selection shall be made, and the nominating institution shall be notified of such selections, on or before on or before June 1 for the Fall semester and on or before November 15 for the Spring semester. The selection process shall consist of a detailed

evaluation of each student's previous academic record, motivation, and overall potential to succeed in an international academic environment. Nominated candidates from both institutions must hold at least a 3.0 QPA or equivalent, and must have evidence of a minimum TOEFL score as required by the University of Pittsburgh Policy No. 09-02-01 or must otherwise demonstrate proficiency in the applicable language.

4. a. The University of Pittsburgh shall accept one full-time Chosun University student in its undergraduate program for one full academic year as non-degree visiting students.
- b. Chosun University shall accept one full-time University of Pittsburgh student in its undergraduate program for one full academic year as non-degree visiting students.
- c. Either institution may send students to the other institution for one semester rather than for one full academic year. In this case, two students for one semester shall be equivalent to one student for one full academic year. Two students for one semester each in successive semesters shall be equivalent to two students for one academic year.

If either institution desires to send more than one students for a given year, it shall be required to obtain written consent from the host institution.

#### Imbalances

5. a. This Agreement and the student exchange it describes aims for a balance in the number of students exchanged each year and over the term of the Agreement (based on the number of semesters spent at an institution by students from the other institution.). If at the end of any academic year an imbalance exists in the number of exchange students sent to the other institution (based on the number of semesters) the imbalance shall be corrected by adjusting the total number of students to be exchanged in the following year and in succeeding years as may be required to restore the balance.

b. In the event of an imbalance of the exchange at the time of the expiration without renewal or other termination of this Agreement, the institution having hosted the larger number of students shall be entitled to rectify any imbalance within two years of the date of termination by sending the number of students to the other institution as may be necessary to equalize the number of student semesters hosted by each institution.

### Tuition

6. All exchange students shall register and pay tuition and any other required fees at the home institution. Each host institution shall provide tuition fee waivers for the exchange students.

### Student Standards, Responsibilities & Privileges

7. All exchange students shall be subject to the same academic and disciplinary regulations and policies as pertain to regularly enrolled students at the host institution.
8. Students who are accepted for a full academic year must be in good standing (3.0 QPA) upon the completion of their first semester at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students. If such has not been achieved, the host institution may require said student to return to his/her home university.
9. Exchange students shall have the same access, on the same basis and at the same cost, to all privileges and activities including academic, athletics, library, computer, counseling and other resources of the host institution as regularly enrolled undergraduate degree candidates of the host institution.
10. Housing shall be arranged as follows: Exchange students are responsible for securing their own housing accommodations, but the host institution will provide assistance and support in locating appropriate housing. Students interested in living in university

housing, if available, should apply to the housing office of the host campus through the host international exchange coordinator.

11. All travel, living and academic expenses other than tuition shall be borne by each student. These expenses include, but are not limited to: the student's living expenses during school (room and board), the student's living expenses during extended academic recess (i.e. holidays, winter and spring break periods, etc.), living expenses for spouse and dependents, passport expenses, excess baggage shipment and storage, repatriation, international and domestic travel, and such personal expenses as telephone charges, books, etc.
12. Only minor illnesses of the exchange student may be treated at the host institution's health center. Hospital and other medical expenses are the sole responsibility of each student. Each student must purchase health, accident, emergency medical evacuation and repatriation of remains, and disability insurance for himself/herself and his/her spouse and dependents at least comparable to that endorsed and made available by the host institution to cover medical contingencies while in the host country, and provide proof of health insurance coverage to the host institution prior to the visit.
13. Violation of local laws committed in the host country shall subject the exchange student to immediate withdrawal of his/her academic sponsorship and to immediate expulsion from the host institution.

#### Responsibilities of the Parties

14. The home institution shall be responsible for the visa and passport arrangements of its students as necessary for their participation in the exchange.
15. The official assessment of each student's academic performance shall be sent directly to his/her home institution within 30 days of the conclusion of each semester. However, it shall be the sole responsibility of the home institution to decide how many credit units the student may actually receive on courses taken at the host institution.

16. The term of this Agreement shall be for an initial five-year period, commencing with the spring, 2016 term, followed by regular five year extensions if both parties concur in writing. However, this Agreement may be terminated by either The University of Pittsburgh or Chosun University by written notification duly signed by an authorized official of the notifying party. Such notice of termination must be received by the other party no later than January 31<sup>st</sup> of the year in which the termination is to become effective. Following such notice, the termination shall be effective at the conclusion of the academic year. In addition, each party shall have the right to terminate this Agreement upon sixty (60) days notice where the other party has breached any of its obligations under this Agreement and such breaching party fails to remedy such breach within the sixty (60) day notice period.

Notice

17. Any notice to either party under this Agreement must be made in writing signed by the party giving it and shall be served either personally or by Registered or Certified Mail or by overnight or expedited delivery, addressed as follows:

If to the University of Pittsburgh:

Study Abroad Office  
802 William Pitt Union  
3959 Fifth Avenue  
Pittsburgh, PA 15260

and

General Counsel  
University of Pittsburgh  
1710 Cathedral of Learning  
Pittsburgh, PA 15260

Chosun

If to Renmin University of China:

Prof. Dae-Hwan Park  
Dean of Division of External Affairs  
Chosun University  
375 Seoseok-dong, Dong-gu  
Gwangju 501-759, South Korea  
+82-62-230-6492  
wlghek@chosun.ac.kr

### Indemnification

18. The University of Pittsburgh shall indemnify, defend, and hold harmless Chosun University, its Board of Directors, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by University of Pittsburgh, or any of its officers, employees, or agents.

Chosun University shall indemnify, defend, and hold harmless University of Pittsburgh, its Board of Trustees, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by Chosun University, or any of its officers, employees, or agents.

### Force Majeure

19. The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other cause beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this Agreement.

### Compliance

20. Each Party agrees that in connection with this Agreement that it will abide by applicable laws and regulations. No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each Party specifically agrees that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act and/or any local laws regarding bribery.

#### Anti-Boycott Laws

21. Each Party agrees not to take any action that would cause another Party to be in violation of United States anti-boycott laws and regulations or sanction programs or to participate or cooperate, directly or indirectly, in an international boycott in any manner that could result in penalties under United States law.

#### Debarment/Non-Criminal Certification

22. The Parties represent and certify that neither the Parties nor their officers, board members nor agents involved in the Program have been convicted of crimes involving theft, fraud, bribery, corruption or moral turpitude and that each is not now listed by any government agency as being debarred, suspended or proposed for debarment or suspension.

#### Jeopardy of Licenses, Accreditation or Non-Profit Status

23. The Parties shall not do anything that would jeopardize University of Pittsburgh's licensure by Commonwealth of Pennsylvania, accreditation by applicable accrediting bodies, federal, state or local tax exemptions (including, without limitation, University of Pittsburgh's non-profit status under Section 501(c)(3) of the Internal

Revenue Code of the United States), or eligibility for students for financial assistance from the U.S. Department of Education, U.S. Department of Health and Human Services and the Commonwealth of Pennsylvania. Notwithstanding the other provisions of this Agreement, if University of Pittsburgh is in jeopardy of the loss of any of the aforementioned licenses, accreditation or eligibility as a result of its participation in the Program, University of Pittsburgh shall have the right to terminate this Agreement, after consultation with the other Party hereto.

#### Miscellaneous

24. This Agreement shall be subject to all United States and South Korea laws, treaties, regulations, orders, and decrees, and any delay in, or termination of performance due to such laws, specifically including the treaties, regulations, orders or decrees shall not be considered a breach of this Agreement.
25. Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.
26. This Agreement has been drawn in English and shall be the official version of the Agreement.
27. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, of the United States of America, without regard to conflicts of law principles. Any dispute arising hereunder shall be adjudicated in a state or federal court located in Allegheny County, Pennsylvania, and the parties consent to personal jurisdiction in Allegheny County, Commonwealth of Pennsylvania.
28. The exchange of students outlined in this agreement shall be subject to all applicable immigration laws and regulations of South Korea and the United States of America and any limitations and/or restrictions related thereto, as determined by the University of Pittsburgh's Office



of International Services and the External Affairs Office at Chosun University.

29. This Agreement constitutes the entire agreement between the parties. Any later change in any term or condition of this Agreement shall be effective only if in writing and signed by both parties. If any provision of this Agreement is determined to be invalid or unenforceable, the Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all of the remaining provisions shall not be affected.

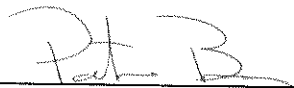
#### Nondiscrimination

30. In performing this agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status. To the extent it is internationally practicable, the parties also agree to reasonably accommodate individuals with disabilities.

In witness of the terms of this Agreement and intending to be legally bound, the signatures of the following authorized representatives of the parties are affixed:

UNIVERSITY OF PITTSBURGH –  
OF THE COMMONWEALTH  
SYSTEM OF HIGHER EDUCATION

CHOSUN UNIVERSITY



Patricia E. Beeson  
Provost & Senior Vice Chancellor



Suh, Chae-Hong  
M.D&Ph.D , President

Date: 12/22/15

Date: 26. Oct. 2015



Ariel Armony  
Senior Director of International  
Programs



Prof. Park, Dae-Hwan  
Dean of Division of External Affairs  
Chosun University

Date: 12/17/2015

Date: 26. Oct. 2015