

Agreement for Educational Cooperation

Between

Stony Brook University, SUNY

And

Chung-Ang University/KORUS

This agreement is made by and between Stony Brook University, SUNY based in Stony Brook, New York, United States (hereinafter referred to as "STONY BROOK") and Chung-Ang University, based in Seoul, Korea (hereinafter referred to as "CAU"). Hereinafter, STONY BROOK, and CAU shall be collectively referred to as "the Parties." This document sets forth the rights and responsibilities of the Parties for participation in the Pathway Program (hereinafter referred to as "the program"). The Parties agree as follows:

I. TERM

This agreement is effective immediately and will be in force for a period of five (5) academic years with an option of renewal for another five (5) years.

II. NATURE OF THE RELATIONSHIP

STONY BROOK is an accredited U.S. university based in Stony Brook, New York, United States and desires to form a collaborative relationship with CAU to recruit and admit qualified international students from China and other nations in Asia.

CAU is an accredited Korean university based in Seoul, Korea and desires to form a collaborative relationship with STONY BROOK to provide liberal arts and general education courses to the students who have been accepted by STONY BROOK with conditional approval.

III. RESPONSIBILITIES OF STONY BROOK

1. STONY BROOK shall review applicants and admit qualified students into the Program, which issues conditional acceptance to STONY BROOK for undergraduate studies. STONY BROOK may delegate KOREA-USA Education Institute (hereinafter referred as "KORUS") to coordinate administrative procedures to be performed in Korea.
2. Following students successful completion of pre-approved liberal arts and general courses offered by CAU and English language courses offered by KORUS with acceptable grades as determined by STONY BROOK, STONY BROOK shall verify the records and matriculate the students to STONY BROOK without seeking any other English proficiency and/or academic requirements, including TOEFL scores or any equivalent English-proficiency exams.

3. STONY BROOK shall grant and allow students to transfer up to 30 academic credit units for all pre-approved academic courses completed by students with satisfactory grades from CAU.

IV. RESPONSIBILITIES OF CAU/KORUS

1. CAU shall maintain and offer liberal arts and general education courses pre-approved by STONY BROOK in advance to the students conditionally accepted to STONY BROOK through the Program.
2. CAU shall maintain academic records of all students in the Program and issue transcripts for work completed at CAU upon students' or STONY BROOK'S request.
3. CAU shall provide and offer equal level of benefits to the students in the Program as CAU regular students, including but not limited to, issue student identification card, and full access to university's library and other students facilities in CAU.
4. KORUS will send students to enroll in the Summer IEC Program for Intensive English language instruction prior to their matriculation in STONY BROOK. KORUS will work in collaboration with the IEC office to provide student enrollment information.

V. TERMINATION AND REMEDIES

1. This agreement may be amended only by mutual written agreement of the Parties. It may be terminated by any party with ninety-day notice if the other party commits a material breach of the agreement and such breach is not remedied within thirty (30) days of notice thereof by the non-breaching party.
2. Should this agreement be terminated for any reason, Parties agree to protect the interests of students in their current academic term. Students issued conditional acceptance and currently enrolled in the Program shall be allowed to complete their education, provided they are academically successful, under the terms and conditions of the agreement under which they entered the Program at STONY BROOK.

VI. SEVERABILITY

If any provision of any part of this agreement is for any reason held to be invalid and or unforeseeable or contrary to public policy, or statute, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

VII. NON-ASSIGNMENT

No portion of this agreement may be assigned to another entity without the prior written approval of the Parties.

VIII. WAIVER

A waiver of any provision or term of this agreement must be in writing and signed by the Parties. Any such waiver shall not constitute a waiver of any other provision of this agreement.

IX. LEGAL INDEMNITIES AND POLICIES

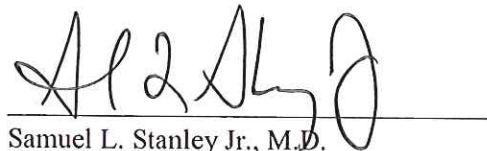
1. No monetary consideration will be exchanged between parties.
2. Each party shall be responsible for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including but limited to reasonable counsel fees and disbursements if assessed by a court of competent jurisdiction), arising directly out of the acts of that party or its officers or employees acting within the scope of their employment. Such responsibility does not apply to any liability, claim damage, suit or judgment arising from acts done, or omissions made, by or on behalf of any third party, or such third party's officers, employees or agents.
3. Neither party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages, including but not limited to, loss of profits, regardless of cause and regardless of whether that party has been notified of the possibility of such damages. Neither party shall be liable for the acts of the other, nor shall they be liable for the acts of the participants.
4. Nothing in this agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.

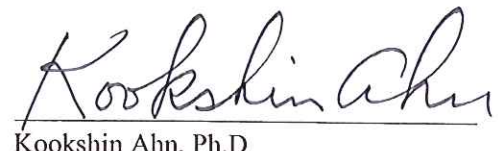
5. The Parties subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, age, religion, national origin, or disability. However, it is understood that the laws governing accommodation of disabilities vary by country and what are considered to be reasonable accommodation in the United States may not be required by law and/or available in Korea.

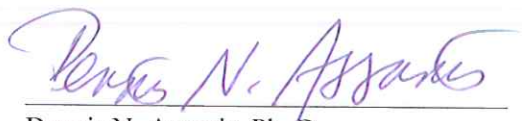
IN WITNESS WHEREOF, the parties hereto have signed this agreement as of this date:

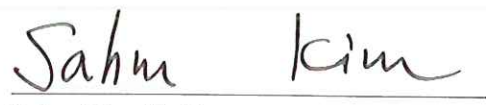
July 30, 2012
Stony Brook University


July 23, 2012
Chung-Ang University



Samuel L. Stanley Jr., M.D.
President


Kookshin Ahn, Ph.D.
President

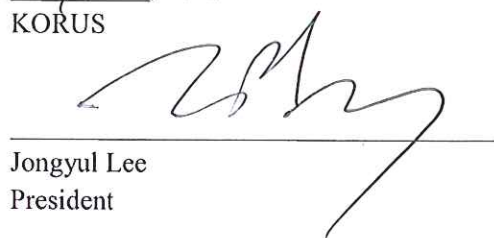

Dennis N. Assanis, Ph. D.
Provost
Senior Vice President for Academic Affairs


Sahn Kim, Ph.D.
Vice President of External Affairs


William Arens, Ph.D.
Dean, International Academic Programs


Yeon Hur, Ph.D.
Dean, College of Extended Learning

July 23rd, 2012
KORUS


Jongyul Lee
President