

Agreement for Educational Cooperation

between

State University of New York at Stony Brook

and

Hankuk University of Foreign Studies / KORUS

Void

This agreement is made by and between the State University of New York at Stony Brook based in Stony Brook, New York, United States (hereinafter referred to as "Stony Brook") and Hankuk University of Foreign Studies based in Seoul, Korea (hereinafter referred to as "HUFS"). Hereinafter, Stony Brook, and HUFS 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) 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 HUFS to recruit qualified international students from Korea.

HUFS 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 select qualified students (as determined by Stony Brook) into the Program, and issue conditional acceptance to SUNY Stony Brook for undergraduate studies. Stony Brook may delegate Korea-USA Education Institute (hereinafter referred to as "KORUS") to coordinate administrative procedures to be performed in Korea.
2. Following students' successful completion of pre-approved liberal arts and general education courses offered by HUFS 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 SUNY 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 HUFS.

IV. RESPONSIBILITIES OF HUFS

1. HUFS 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. HUFS shall maintain academic record of all students in the Program and issue transcripts for work completed at HUFS upon students' or Stony Brook's request.
3. HUFS shall provide and offer equal level of benefits to the students in the Program as HUFS regular students, including but not limited to, issue student identification card, and full access to university's library and other students facilities in HUFS.

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 this agreement under which they entered the Program and Stony Brook.

VI. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable 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 the Parties.
2. Stony Brook, to the fullest extent authorized by the New York State Court of Claims Act and decisions thereunder, shall be responsible for any claims, costs, damages or injuries to persons or property of whatsoever kind or nature arising out of the activities carried out under this agreement arising out of the negligence of the University, its officers or employees.
3. HUFs and KORUS shall be responsible for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including but not 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.
4. 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 participants.
5. 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.
6. 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 accommodations 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:

Dec 6, 2011

SUNY Stony Brook



Samuel Stanley, Jr., M.D.

President

Nov. 18, 2011

**Hankuk University of
Foreign Studies**



Chul Park

President

November 18, 2011

KORUS Education Institute



Jongyul Lee

President