

**APPENDIX TO MEMORANDUM OF UNDERSTANDING
REGARDING
THE EXCHANGE OF STUDENTS
BETWEEN
THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK, USA
AND
THE CHINESE UNIVERSITY OF HONG KONG, HKSAR, CHINA**

This is an *Appendix* to the *Memorandum of Understanding* signed between the State University of New York at Stony Brook (hereinafter referred to as Stony Brook) and The Chinese University of Hong Kong (hereinafter referred to as CUHK). The *Memorandum of Understanding* together with this signed *Appendix* shall constitute an exchange agreement.

Both universities agree to the following provisions:

1. Number of Exchange Students and Duration of Exchange

- (a) Commencing with the 2010/2011 academic year, and in each succeeding year during the term of this Appendix, each university shall annually nominate four (4) full-year equivalent students as exchange students to the partner university. Any variance in the number of exchange students each year may be negotiated and agreed by the two universities before recruitment of students.
- (b) The period of exchange shall be one academic term or one academic year. In the case of CUHK, first term is from September to end of December and second term is from January to end of May. In the case of Stony Brook, first term is from end of August to December and second term is from end of January to May.
- (c) It is hereby agreed that for the purposes of determining the balance of students exchanged, two exchange students participating for one academic term shall be counted as equivalent to one exchange student participating for one academic year. Stony Brook may nominate students to participate in the CUHK International Summer School on an exchange basis. The exchange ratio will be conveyed to Stony Brook before acceptance of student applications. It may change from time to time to reflect the duration and academic load of the summer school.
- (d) Exchange students will continue as candidates for degrees of their Home University and will not be candidates for degrees of the Host University.
- (e) If either university is unable to send four full-year equivalent exchange students per year during any year of the Appendix, then that university will be eligible to send additional students in the following year to make up for the imbalance in the previous year. However, once a student from either university has registered in the Host University for one academic term/year of study, the quota is considered to be filled even if the student fails to complete the term/year of study for any reason.
- (f) If an imbalance of exchange places exists at the time of written termination of this Appendix, the university having hosted the larger number of exchange students shall be entitled to rectify any imbalance by sending additional students to the other university under the terms of this Appendix within one year from the date that this Appendix officially terminates.

2. Selection, Course and Enrollment

- (a) Exchange students will be selected by their Home University on the basis of the following criteria while final approval rests with the Host University:
 - (i) Students shall have completed at least one year of university study prior to participation in the exchange; and
 - (ii) Be in good academic standing.
- (b) The deadline for forwarding completed application packages to CUHK is April 1 for the first term admission and October 2 for the second term admission. The deadline for CUHK to forward completed application packages to Stony Brook is March 15 for the first semester admission and October 15 for the second semester admission. The Host University will inform the Home University of final admission decisions within 2 months of the application deadline.
- (c) Exchange students shall pursue an academic programme developed in consultation with the student's Home University. The Host University will permit the exchange students to enroll in a normal course load and in all courses where they meet the Host University's prerequisites and language proficiency requirements, with the exception of professional courses offered at CUHK by the Faculty of Education, Faculty of Medicine, Faculty of Law, the MBA Programmes, and Putonghua/Cantonese courses designated for degree candidates. It is understood that quota limitation, normal timetabling and scheduling constraints apply to all students.
- (d) Any academic credit received during the course of the programme may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
- (e) Exchange students shall be subject to the rules, regulations and discipline of the Host University and all relevant local laws.
- (f) The Host University will provide the Home University with an official transcript on each exchange student at the completion of the exchange.

3. Fees

- (a) Exchange students will pay normal tuition and fees to the Home University in accordance with the policies of that university. Neither university will make charges upon the other or upon the exchange students for tuition or application fees.
- (b) Stony Brook students registered as undergraduate exchange students at CUHK may within limitation specified from time to time enroll into approved Chinese language courses for international students at CUHK.
- (c) Both Universities will do their best to assist exchange students in finding accommodation on or near the campus.
- (d) Exchange students will be responsible for personal health and hospitalization insurance coverage. Both universities will offer basic outpatient health care to all exchange students

as can be provided by and at their respective University Health Service. Any medical expenses that exceed the coverage provided by such insurance shall be borne by the exchange student and his/her family. CUHK exchange students will be required to enroll in the mandatory SUNY insurance programme and be responsible for any deductible costs related to health care services.

- (e) Exchange students will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving accommodation, meals, study materials, local transportation, personal expenses, passport, visa applications and all other general living expenses.

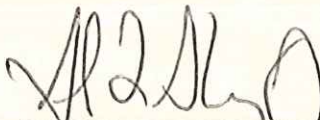
4. Liability

- (a) While each institution undertakes to bring to the notice of their students, the rules and regulations of the host institution, notwithstanding anything else in this Memorandum, each institution acknowledges that the other is not liable for any loss, damage, cost or expense whatsoever, incurred by or attributable to any behavior or missions by any of the students exchanged in accordance with this Memorandum.
- (b) Neither party shall be in breach of this Memorandum or be liable for any failure or delay in performance of any duties under this Memorandum arising from or attributable to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

5. Amendment, Renewal and Termination

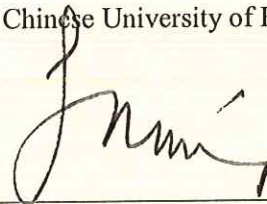
- (a) This Appendix shall take effect from the date of the last signature for a period of five (5) years and may be modified or renewed by mutual written consent of the two universities.
- (b) The Appendix may be terminated by either party provided that six months written notice is given to the other party. In the event of cancellation of this Appendix, both universities shall provide all normal support services as outlined herein for the current group of exchange students until the end of their exchange.

For the State University of New York at
Stony Brook



Dr. Samuel L. Stanley Jr.
President

For The Chinese University of Hong Kong



Professor Joseph Sutg
Vice-Chancellor and President .

Date: _____

20 JUL 2010

Date: _____

13 AUG 2010