

STUDENT EXCHANGE AGREEMENT
Between
SCHOOL OF ENGINEERING
THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY
and
STONY BROOK UNIVERSITY

The purpose of this Agreement, with its Appendix, is to establish an undergraduate student exchange program between, School of Engineering, The Hong Kong University of Science and Technology (hereinafter referred as “HKUST”) and Stony Brook University (hereinafter referred as “SBU”).

The institutions agree to the below provisions.

1. Definition

- 1.1. “Exchange Students” refers to students participating in the exchange program.
- 1.2. “Home Institution” refers to the institution sending the Exchange Student.
- 1.3. “Host Institution” refers to the institution accepting the Exchange Student.
- 1.4. “Exchange Period” refers to the period of time that Exchange Students have been granted acceptance at the Host Institution.

2. The Exchange Program

- 2.1. Academic year in the context of SBU as the Host Institution means late August to mid-May. HKUST students will be allowed to participate in the student exchange program during Fall and Spring semesters. Academic year in the context of HKUST as Host Institution means early September to late May. SBU students will be allowed to participate in the student exchange program during Fall and Spring terms. The typical length of the stay of Exchange Students will be one (1) semester, one (1) term or one (1) academic year. Students shall not stay at the Host Institution longer than one academic year, unless agreed to in writing by the institutions, in advance of the expiration of the student’s Exchange Period.
- 2.2. The exchange program is not intended to provide a mechanism for students to obtain a degree at the Host Institution. Exchange Students will remain registered as full-time, degree-seeking students at their Home Institution and will be treated as full-time Exchange Students at the Host Institution. The assessment of any courses undertaken by Exchange Students at the Host Institution will be in accordance with the regular procedures of the Host Institution. At the end of the Exchange Period, students are expected to return to their Home Institution to complete the remainder of their degree studies.
- 2.3. Prior to the start of each Exchange Period, the Host Institution will make course lists and descriptions available to the Home Institution. The Host Institution will inform the Home Institution of any

courses that are restricted or otherwise unavailable to Exchange Students. Enrollment in individual courses at the Host Institution is not guaranteed, as it is subject to availability, fulfillment of academic prerequisites and other enrollment conditions.

- 2.4. The Host Institution must make the Exchange Students aware of the policies, rules and regulations of the Host Institution and Exchange Students must abide by the policies, rules and regulations of the Host Institution.
- 2.5. At the end of the Exchange Period, and upon the initiation of a formal request from the Exchange Student, the Host Institution will send a report or official transcript detailing the student's academic achievement to the Home Institution. The transcript will contain the grades of achievement in all courses in which the student was enrolled, an explanation of the grading system and an indication of the credit points attributed to each course.
- 2.6. Exchange Students will receive transfer credit at their Home Institution, for their studies at the Host Institution, in accordance with the Home Institution's policy on credit transfer. The parties agree that, as Host Institutions, they will endeavor to supply all reasonable information requested about the content of the courses and other academic activities, to enable the Home Institution to calculate credits accurately and fairly.

3. Number of Exchange Units

- 3.1. The exchange of students will be on a limited basis. Both parties shall confirm the number of students to be exchanged on a semester basis in advance by a mutually agreeable date. Each institution reserves the right to determine the final number of Exchange Students that it will accept.
- 3.2. An official representative of the Home Institution will nominate and recommend Exchange Students to the Host Institution in writing. SBU's International Academic Programs and HKUST's School of Engineering, shall be the offices responsible for the administration of this student exchange program.
- 3.3. In addition to the right to nominate Exchange Students to each institution during the academic year, the Home Institution may also nominate students to attend the Summer Exchange Program at the Host Institution. Every three (3) students that take part in the Summer Exchange Program will be equivalent to one (1) term place.
- 3.4. It is not expected that the institutions must host an equal number of Exchange Students in any given year. However, the institutions will strive to maintain reciprocity and balance over the duration of the Agreement. In the event that during any particular academic year, the number of students exchanged is off balance, such imbalance shall be rectified over the remaining term of the Agreement.

4. Qualifications of Exchange Students

- 4.1. Exchange Students should be full-time undergraduate students in good academic standing in their Home Institution.
- 4.2. Exchange Students will be screened for eligibility by their Home Institution. The Host Institution will approve the selection of Exchange Students upon confirming their satisfaction of any admission requirements, which may include language proficiency requirements. Where the Home Institution adopts English as the medium of instruction, the Host Institution agrees to waive the satisfaction of any English language proficiency requirements for Exchange Students.

- 4.3. The Host Institution reserves the final right in determining the admissibility of students nominated by the Home Institution.

5. Intellectual Property

- 5.1. Acceptance of Exchange Students who wish to work on research projects is subject to the availability of relevant projects and supervisors at the Host Institution. Rights to the Intellectual Property generated by the student while working at the Host Institution should be discussed among the Home Institution, the Host Institution and the student involved.

6. Student Finances

- 6.1. Exchange Students will pay all required tuition and fees to their Home Institution during the Exchange Period in accordance with the policies of the Home Institution. The Host Institution will provide tuition fee and application fee waiver to Exchange Students. Other applicable fees will be disclosed to Home Institution by the Host Institution in advance of the Exchange Period and will be paid directly by the Exchange Student to the Host Institution.
- 6.2. Exchange Students are fully responsible for their travel and living expenses, including, but not limited to, accommodation, meals, insurance, healthcare and medicine, books and supplies, and any other fees that may arise during the Exchange Period. Neither SBU nor HKUST, whether serving as the Home Institution or Host Institution, will be responsible for the costs of room, board, travel, visa fees, or other personal expenses (including books) of the Exchange Students. The parties acknowledge that they will require the Exchange Students to pay these costs.
- 6.3. Exchange Students are required to carry adequate health and travel insurance and to provide proof to the Host Institution. Where the Host Institution has specific insurance requirements, Exchange Students are required to comply with them at the student's expense.
- 6.4. Exchange Students may terminate enrollment in the exchange program in accordance with the guidelines of the Home Institution. In the event that an Exchange Student withdraws for any reason from the exchange program prior to completion, the return of any fees paid to the Home Institution and the Host Institution will be in accordance with their respective policies.
- 6.5. Monetary consideration exchanged between the two institutions will be limited to that provided for in this Agreement. There shall be no reimbursement for expenses or sharing of fees or revenues arising from the exchange program established pursuant to this Agreement except as provided herein.

7. Student Welfare and Support

- 7.1. The obligations of the parties under this Agreement are limited to Exchange Students only and do not extend to their spouses or dependents.
- 7.2. The Host Institutions will provide the following student support services:
 - To provide information to assist Exchange Students in the student visa application process.
 - To provide information to assist Exchange Students in securing appropriate accommodation.
 - To provide orientation, academic and non-academic advising, and other student support services.
 - To ensure timely communication with the Home Institution regarding any student emergencies,

student disciplinary problems (including breach of conduct) or other urgent student welfare issues that may arise. The Host Institution will consult with the Home Institution before finalizing any action that would require the withdrawal of any Exchange Students from the exchange program.

8. Non-discrimination

- 8.1. The parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of race, gender, sexual orientation, age, marital status, ethnicity, religion, color, national origin, disability or creed.

9. Duration, Revision and/or Termination

- 9.1. This Agreement shall take effect as of the last date signed by both parties. It will remain in force for a period of FIVE (5) years from the date of signing. The parties may renew the Agreement for an additional FIVE (5)-year term, on the same terms and conditions provided that THREE (3) months prior to the end of the initial FIVE (5)-year term, either party notifies the other in writing of its desire to renew and the parties agree in writing to the renewal prior to the end of the initial 5-year term.
- 9.2. Either party may terminate the Agreement or request to modify the terms of the Agreement with not less than SIX (6) months' notice in writing. All modifications and revisions to this Agreement shall be in writing and subject to mutual consent. Any revision, once approved in writing by both parties, will become part of this Agreement.
- 9.3. In the event of agreement termination or expiry, participants in the program at that time will be permitted to complete their activities at the Host Institutions in accordance with the terms of this Agreement.

10. Liability

Each party shall be responsible for any and all liability, claims, losses, damages, suits or judgment, arising out of the acts of that party or its employees acting within the scope of their employment. Such responsibility does not extend to the acts of any third party, including participants. Neither party shall be liable for the acts of the other.

11. Advertising and use of logos

The parties shall be permitted to advertise the existence of the exchange program which is the subject of this Agreement. This permission is limited to the use of the names and/or logos in advertisement and published materials that are primary to the originating organization in a manner that complies with the then-current logo use policy and is pre-approved in writing by the other institution. Each institution reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either institution must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the other institution, the organization must immediately stop publishing/using that usage of the logo and/or name and make best efforts to immediately remove any occurrence of the requested usage of such logo and/or name out of circulation.

Signed for and on behalf of

**The Hong Kong University of
Science and Technology
School of Engineering**



Professor Bertram Shi
Acting Dean of Engineering

Date: 22 Nov 2022

Stony Brook University



Lindsay Walker
Interim Vice Provost for Global Affairs

Date: _____

APPENDIX

For the purpose of this Appendix, the following terms shall have the meanings set out beside them:

“**HKUST**” means the party described as The Hong Kong University of Science and Technology in this Agreement; and

“**Partner Institution**” means the party that is not HKUST in this Agreement.

1. Notwithstanding the governing law of this Agreement, each party agrees and undertakes that during the term of this Agreement, it shall continue to observe and abide by the laws of the jurisdiction in which the institution is based.
2. Where this Agreement imposes obligations on HKUST pursuant to the governing law of this Agreement, the parties acknowledge and agree that such obligations shall not prejudice the obligations of HKUST under the laws of Hong Kong. Notwithstanding the governing law of this Agreement, the parties acknowledge and agree that HKUST, as a body established by statute and based in Hong Kong, is required to and shall continue to observe and abide by the laws of Hong Kong during the term of this Agreement in respect of those students who are placed at HKUST pursuant to this Agreement while they are based in Hong Kong.
3. Without limitation to the generality of the foregoing, the parties acknowledge and agree that:
 - (i) HKUST is required to and shall continue to observe and abide by the provisions of the Personal Data (Privacy) Ordinance during the term of this Agreement when handling the personal data of those students who are placed at HKUST pursuant to this Agreement while they are based in Hong Kong; and
 - (ii) Students who are placed at HKUST pursuant to this Agreement may participate in a range of courses and/or activities while they are based in Hong Kong. Where the course and/or activity is a component of the program under this Agreement or is run or provided by HKUST, specific Hong Kong laws may apply. In such circumstances, HKUST is required to and shall continue to observe and abide by such applicable Hong Kong laws.
4. In the event there is any conflict between the laws of Hong Kong and the obligations of HKUST under this Agreement, the parties shall in good faith attempt to find a mutually acceptable solution.
5. The parties further acknowledge and agree that the Partner Institution shall observe and abide by the laws of its home country (both federal/national and state/local) in respect of those students who are placed at the Partner Institution pursuant to this Agreement while they are based in the home country of the Partner Institution.
6. Without limitation to the generality of the foregoing, the parties acknowledge and agree that:
 - (i) the Partner Institution is required to and shall continue to observe and abide by the provisions of the personal data privacy laws of its home country during the term of this Agreement when handling the personal data of those students who are placed at the Partner Institution pursuant to this Agreement while they are based in the home country of the Partner Institution; and
 - (ii) Students who are placed at the Partner Institution pursuant to this Agreement may participate in a range of courses and/or activities while they are based in the home country of the Partner Institution. Where the course and/or activity is a component of the program under this

Agreement or is run or provided by the Partner Institution, specific home country laws of the Partner Institution may apply. In such circumstances, the Partner Institution is required to and shall continue to observe and abide by such applicable home country laws.

[For the avoidance of doubt, such courses and/or activities do not include courses and/or activities which are run or provided by third parties or courses and/or activities over which the Partner Institution has no control, such as courses and/or activities run or provided by self-run student associations/unions or employers, all of which operate independently of the Partner Institution. Such third parties are solely and independently responsible for ensuring that they act in compliance with home country laws (including but not limited to the home country's personal data privacy laws) at all times and the Partner Institution shall not in any way be held or deemed responsible or liable for their actions or inactions.]

7. Each party shall use its best efforts to ensure that its staff, employees, representatives, agents, contractors and/or sub-contractors involved in the program under this Agreement comply with this Appendix in the same manner as it applies to itself.

[End]