



STUDENT MOBILITY AGREEMENT

BETWEEN

STONY BROOK UNIVERSITY

AND

FREIE UNIVERSITÄT BERLIN

This Agreement is made by and between the following Parties: Freie Universität Berlin (hereinafter FUB), located at Kaiserswerther Str. 16-18, 14195 Berlin, Germany, duly represented by its President, Univ.-Prof. Dr. Günter M. Ziegler, and The State University of New York, an educational corporation existing under the laws of the State of New York and having its office and principal place of business located at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, by and on behalf of Stony Brook University, located at 100 Nicolls Road, Stony Brook, NY 11794, hereinafter referred to as (hereinafter SBU).

PREAMBLE

Believing that a student exchange program between their respective institutions would enhance education and increase mutual understanding between their students, the Parties collaborated in the formation of this Agreement setting forth the terms and conditions of the program as enumerated below. Both Parties share the conviction that a responsible internationalization of higher education is based on academic freedom, open dialogues, and multiple perspectives, and understand that following these principles requires jointly and actively seeking solutions in case of disagreements.

For the purposes of this Agreement, the Party sending students shall be referred to as the "Home Institution" and the Party receiving students shall be referred to as the "Host Institution".

PROGRAM AND RESPONSIBILITIES OF THE PARTIES

1. Exchange Numbers

- 1.1 Commencing with the academic year 2024/2025, the Parties agree to exchange undergraduate students.
- 1.2 Students participating for one academic year (two semesters) will be counted as 1.0 FTE. Students participating for less than one academic year will be counted as 0.50 FTE for each semester.

2. Maintaining Balance in Exchange Numbers

- 2.1 In order to maintain balance in the number of students exchanged over the term of this Agreement, the Parties agree that the actual number exchanged may vary each year.
- 2.2 Any changes to exchange numbers must be by mutual written agreement.
- 2.3 At the end of the term of this Agreement, any remaining imbalance will be resolved in accordance with a timetable mutually agreed to in writing. The Parties agree that such timetable will be annexed to any subsequent student exchange agreement between the Parties.



3. Student Qualifications

- 3.1 Students must be qualified to participate in the exchange program pursuant to the regulations, standards, and tests established by the Host Institution.
- 3.2 Students must have completed at least two semesters (one academic year) of study at the Home Institution prior to commencing studies at the Host Institution.
- 3.3 Students must be in good academic standing at the Home Institution.
- 3.4 Students must have demonstrated suitable fluency in the language of instruction for studying at the Host Institution. Students from FUB who enroll at SBU need proof of proficiency in English. Students from SBU who enroll at FUB need proof of proficiency in German: level B2 of the Common European Framework of Reference for Language for Humanities and Social Sciences and B1 for Sciences. However, students from SBU who enroll at FUB in programs taught in English, or who wish to take only courses taught in English or German language courses do not need proof of proficiency in German.

4. Student Selection

- 4.1 Students selected to participate in the exchange program must satisfy the eligibility and documentary requirements of the Host Institution.
- 4.2 The Host Institution reserves the right to reject students for non-discriminatory reasons, in which case the Home Institution may present additional students for selection in accordance with mutually agreed deadlines.
- 4.3 Both Parties guarantee the students' being selected without discrimination of any kind based on race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status such as disability, age, marital and family status, sexual orientation and gender identity, health status, place of residence, economic and social situation. Any violation of this principle will be considered grounds for terminating this Agreement.

5. Student Enrollment

- 5.1 Participating students must be enrolled as a degree student at the Home Institution and as non-fee/non-degree students at the Host Institution, for a period not exceeding one academic year. Students enrolled at the Host Institution for degrees will not be considered part of this Agreement and will be responsible for Host Institution tuition and fees as individuals.
- 5.2 Participating students must pursue an academic or co-curricular program developed in consultation with their Home Institution that is not in conflict with the policies and regulations of the Host Institution.
- 5.3 Participating students will be permitted to enroll in regular courses in accordance with their qualifications and course capacity. It is understood that enrollment in certain impacted fields may be limited by capacity. The Host Institution reserves the right to exclude students from restricted enrolment programs. At FUB, restricted enrolment programs are: Pharmacy and Veterinary Medicine. At SBU, restricted enrolment programs are: Health Science, Medicine, Nursing, Dental Medicine, and Pharmacology. Restricted courses include: Writing 101 & 102, BUS 301, CSE 316, CSE 320, CSE 416, and CSE Graduate Courses. Candidates who cannot be suitably placed may be refused.
- 5.4 Participating students must maintain full-time enrollment status in accordance with immigration regulations.



- 5.5 Participating students will have the same rights and privileges as other students attending the Host Institution.
- 5.6 Upon completion of study under the terms of this Agreement at the Host Institution, students must return to the Home Institution unless an extension of stay has been approved by both Parties.
- 5.7 In accordance with Home Institution policies and procedures, the Parties will provide each other with adequate and timely reports of academic performance (academic transcripts if applicable) following completion of each student's studies.

6. Obligations of Participating Students

Students participating under the terms of this Agreement will be expected to abide by the laws and customs of the host country, including visa and immigrations requirements, and the rules, regulations, and discipline of the Host Institution in which they are enrolled. Participating students who fail to abide by these terms, may be required to leave the Host Institution. However, whenever possible, this action will not be taken without prior consultation with the appropriate officials of the Home Institution.

7. Host Institution Support to Participating Students

The Parties will provide participating students with appropriate advisory and other academic services as needed, including, but not limited to, orientation or introductory programs, and reasonable assistance obtaining housing.

8. Program Coordinators

All notices to be given pursuant to this Agreement shall be sent in writing to the following coordinators:

FUB

Gesa Heym
Head Student Mobility
Freie Universität Berlin
Division International Affairs
Ilthisstraße 4
14195 Berlin, Germany
Telephone: + 49 30 838 70000
E-mail: exchange@fu-berlin.de

SBU

Mariam Isack
Assistant Dean
International Academic Programs
E-1340, Melville Library
100 Nicolls Rd, Stony Brook
NY 11794, USA
Telephone: +1-631-682-4784
E-mail: studyabroad@stonybrook.edu

TUITION FEES AND OTHER COSTS

9. Tuition waiver

- 9.1 The Host Institution agrees to waive tuition for students participating in the program pursuant to this Agreement.
- 9.2 This tuition waiver does not include any special campus fees associated with choosing to enroll in specific courses or to utilize specific services, as detailed in section 10.2.



10. Participating Students' Costs and Payment Obligations

- 10.1 At their own expense, participating students will be required to purchase medical insurance as required by the Home and Host Institution. Any medical expenses not covered by such insurance will be the personal responsibility of participating students.
- 10.2 Participating students will be personally responsible for payment of any fees associated with choosing to enroll in specific courses or to utilize specific services, including, but not limited to, art studio and laboratory fees; field work fees; music studio and lesson fees; materials, technology, and documents fees; and cultural, social, or athletic services fees. FUB students attending SBU are responsible for all mandatory university fees for the prevailing academic year published by SBU at:
<https://www.stonybrook.edu/bursar/tuition>
- 10.3 Participating students will be personally responsible for payment of costs associated with participation in the exchange program not waived under section 9.1. This includes, but is not limited to, passport and visa costs; travel and transportation; orientations, introductory programs, or any other programs customarily arranged for international students; field trips and excursions associated with enrollment in specific courses; housing and meals; clothing and personal expenses; non-compulsory incidental fees; and all other debts incurred by participating students during the exchange program.
- 10.4 SBU students enrolled at FUB must pay social fees of approx. 270€ each semester. These are non-university fees and include student union and student service fees, as well as a public transportation ticket for the area of Berlin and vicinity.
- 10.5 No exchange of funds between the two Parties will occur.

GENERAL TERMS AND CONDITIONS

11. Confidentiality and Data Protection

- 11.1 Each Party shall treat confidential information and all record bearing media containing or disclosing such information obtained from the disclosing Party on the occasion of and/or in connection with this Agreement as confidential and shall neither disclose the confidential information to third parties or the public nor use it for purposes other than the performance of this Agreement. Confidential information shall be any information that is clearly marked or identified as confidential. The confidentiality obligation does not apply if and to the extent it can be demonstrated that the information
 - a) is or becomes generally known through no wrongful act or omission of the receiving Party; or
 - b) is published after the disclosing Party has waived compliance with the confidentiality obligation in writing; or
 - c) must be disclosed by law or under a government or court order.
- 11.2 The Parties acknowledge that FUB is a public body subject to the European General Data Protection Regulation (GDPR). For further information see <https://gdpr-info.eu/>. The Parties agree that in performing their respective obligations under this Agreement, they will at all times comply with the access to information and privacy legislation applicable to them. In addition, each recipient shall use its best efforts to comply with the above-mentioned laws and subsidiary legislation applicable to privacy and data protection in the disclosing Party's



country. Contact point for data protection enquiries is at FUB Dr. Karsten Kinast, Data Protection Officer, DSB-FUBerlin@kinast.eu, and at SBU studyabroad@stonybrook.edu.

- 11.3 Notwithstanding the foregoing, FUB acknowledges that SBU is an agency of the State of New York, and as such, any and all agreements to which SBU is a party are considered public records and subject to disclosure under the New York State Freedom of Information Law ("FOIL") and acknowledges that SBU may be required by statute, law, or regulation or pursuant to the terms of a subpoena, court order or other similar document to disclose this Agreement or information in this Agreement within the time frames provided by statute, law, regulation, subpoena, court order or other similar document.

12. Use of Crests and Logos

Each Party may use the other Party's logo to promote the exchange agreement evidenced by this Agreement provided the use is in compliance with each Party's use guidelines. Each Party reserves the right to revoke permission to use its logo should the use not meet the university's logo use guidelines. The specific use of the logo in a given medium must be approved: for FUB by CeDiS (medien@cedis.fu-berlin.de) prior to publishing or distributing materials or content that include use of the logo; and for SBU by International Academic Programs (studyabroad@stonybrook.edu).

13. Force Majeure

Neither Party shall be liable to the other for the consequences of any delay or failure to perform any obligation in connection with this Agreement, in whole or in part, caused by or resulting from unforeseeable external events beyond the Parties' reasonable control ("Force Majeure Events"), including, but not limited to: war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; explosions, flood, fire, earthquake, or other natural disasters; actions, embargoes or blockades in effect on or after the date of this Agreement, action by any governmental authority, national or regional emergency, social or political disruptions, or health crisis situations or medical epidemics. The defaulting or delaying Party shall give prompt written notice of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Parties agree to cooperate in good faith to mitigate the effect of any such delay or failure to perform.

14. Conflict and Dispute Resolution

In the interest of maintaining the spirit of cooperation through which this Agreement was formed, the Parties agree to consult and advise each other amicably regarding any issues that may arise in connection with this Agreement. If a mutually agreeable resolution is not achieved upon initial consultation, the Parties agree that any unresolved matters will be referred to the highest appropriate representatives within their respective institutions for continued discussion. At SBU, this would be Senior Associate Provost for Global Affairs. At FUB, this would be the Vice President for International Affairs.

15. Validity

- 15.1 The Agreement will come into force and effect on the date that it is signed by both Parties for a period of five years. The Agreement may be terminated by either Party by providing 10 months' written notice to the other Party. Termination of this Agreement will not prevent participants from completing study programs in progress.



Stony Brook
University

Freie Universität



Berlin

- 15.2 This Agreement may be modified by mutual written consent. Such amendments, once approved by the Parties, will become part of this Agreement.
- 15.3 This Agreement may only be renewed if, after a review process between the Parties, the Parties agree in writing to renew it.
- 16. **Counterparts and Electronic Transmission of Signatures**
- 16.1 This Agreement may be executed in two counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same agreement. It is understood that the parties need not sign the same counterpart.
- 16.2 For purposes of this Agreement, signatures transmitted by facsimile, Portable Document Format (PDF), or any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement will be deemed an original signature and will constitute effective execution of this Agreement sufficient to bind each party. Photocopies of any such electronically transmitted signatures will be deemed the same.

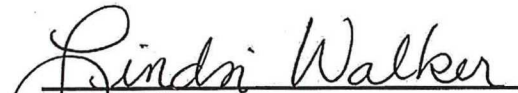
The Parties formally establish this Agreement by duly signing below:


Stony Brook University

Freie Universität Berlin

Date: 5/30/24

Date: 6/4/2024


 Lindsay Walker
 Senior Associate Provost for Global Affairs


 Univ.-Prof. Dr. Günter M. Ziegler
 President