



**VISITING STUDENT AGREEMENT
BETWEEN
THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK
AND
SHANGHAI INTERNATIONAL STUDIES UNIVERSITY**

This Visiting Student Agreement (“**Agreement**”) is made and entered into between the State University of New York (“**SUNY**”), 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 (“**SBU**”), whose address is 100 Nicolls Road, Stony Brook, New York 11794, United States of America (“**U.S.**”), and Shanghai International Studies University (“**SISU**”), whose address is 550 Dalian Road (W), Shanghai 200083, the People’s Republic of China (“**PRC**” or “**China**”), effective as of September 10th 2024 (the “Effective Date”). SBU and SISU are each individually a “**Party**” and collectively the “**Parties**”.

RECITALS

WHEREAS, SBU is a member of the SUNY System and a public university located in Stony Brook, New York, U.S.;

WHEREAS, SISU is a public university organized under the laws of PRC and located in Shanghai, PRC;

WHEREAS, Visiting Student Program (“**Program**”) is SBU study abroad program, offering SBU full-time degree-seeking students, including those in the Freshman Launch Year (“**FLY**”) program, the opportunity to take SBU pre-approved courses at SISU, typically for one semester or one academic year. The FLY program is SBU’s first year study year program for newly admitted undergraduate students.

WHEREAS, SISU has agreed to host SBU students on its campus and enroll them as international visiting student at SISU with ability to enroll in SISU courses;

WHEREFORE, the Parties agree to facilitate and promote the Program as follows:

I. APPLICATION PROCESS

1. Eligibility

1.1 Academic Status:

- a. Students must be enrolled at SBU and have an active SBU student ID throughout the duration of the Program.

- b. Students must be enrolled as international visiting students at SISU and maintain full-time student status during the Program.
 - c. Students must agree to abide by both SBU's and SISU's codes of conduct and academic policies during their participation in the Program.
- 1.2 Nationality: Any nationality;
 - 1.3 Age: Eighteen (18) years of age by August 1st of each calendar year; and
 - 1.4 Language Proficiency: Students are not required to demonstrate Chinese language proficiency.
- 2. **Cohort Size:** The number of students to be enrolled in the Program will be determined by the Parties before the start of each semester.
 - 3. **Duration of Study:** The period of study is one semester or two semesters.
 - 4. **Application Process**
 - 4.1 Applicants shall submit their applications directly to SBU, who will review the applications to determine whether the applicant satisfies the requirements for the eligibility set forth herein.
 - 4.2 SBU shall then provide SISU with a list of all qualified applicants with their information such as nationality, date of birth, major, and any other information required by SISU.
 - 4.3 SISU will accept or reject students at its sole reasonable discretion and notify SBU of its decision within a reasonable time following the receipt of the list.

II. ARTICULATION OF COURSEWORK

- 1. **Equivalency Evaluation:** SBU and SISU shall collaborate in good faith to establish a list of course equivalences and corresponding credits that will be mutually recognized by SBU and SISU.
- 2. **Courseload:** Qualified applicants accept admittance to the Program. Admitted students to the Program ("Participants") shall take pre-approved SBU courses at SISU.
- 3. **Credit Transfer:** At the conclusion of the Program, SISU issue official transcripts to assist Participants to transfer credits to SBU.

III. OFFICERS

- 1. **Responsible Officers:** Each party will nominate a responsible officer to coordinate and administer the Program ("**Responsible Officer**"). The Responsible Officer will:
 - a. act as the principal contact for the Program;
 - b. conduct regular supervision of the Program;
 - c. promote and facilitate the Program;

- d. collaborate with other internal administrative officers or working groups as needed to document and manage activities outlined in this Agreement; and
- e. work with the other Party's Responsible Officer to review and evaluate past activities and plan future activities.

2. Onsite Coordinator

- 2.1 To ensure student success, SBU shall designate one or more individuals onsite at SISU as its program coordinator ("**Onsite Coordinator**"), who will be contracted and paid by SBU. The Onsite Coordinator will collaborate with SISU to provide Participants with local support services necessary to implement the Program in China. .
- 2.2 SISU shall provide:
 - 2.2.1 A designated work space on campus where the Onsite Coordinator may perform administrative duties and provide student support services, and
 - 2.2.2 From time to time, appropriate facilities space on campus as needed for student events related the Program, including not limited to welcome orientation and info sessions.

IV. STUDENT STATUS

- 1. **Critical Incidents:** In the event of a serious incident involving a Participant, SISU will promptly notify the Responsible Officer and provide relevant details of the incident. Serious incidents may include but are not limited to medical emergencies, accidents, disciplinary matters or any other event that may impact the safety or well-being of the Participant.
- 2. **Student Absence or Withdrawal:** If SISU becomes aware that a Participant has withdrawn from classes or is absent for any extended period other than for scheduled holiday periods, SISU will promptly provide written notice to the Onsite Coordinator and the Responsible Officer.
- 3. **Discontinuance of Study:** If a Participant fails to meet academic requirements or violates SISU or SBU policies, SISU will notify SBU's Responsible Officer and provide any reasonable supporting information related to the issue. . The Parties will then jointly make a decision regarding the Participants ability to continue in the Program.
- 4. **Extension:** Any extension to the duration of a Participant's studies in the Program must be approved by both Parties.

V. RESPONSIBILITIES OF SISU

- 1. **Visas:** SISU will assist Participants who require a student visa for China by providing the necessary documentation for their visa application process.
- 2. **Campus Housing:** SISU will provide all Participants with on-campus housing at the Songjiang Campus for the duration of their studies in the Program.

3. **Orientation:** SISU will provide an orientation program for Participants covering a range of topics relevant to visiting students including but not limited to student facilities, student services and programs, applicable policies, and rules and regulations of SISU.
4. **Ongoing Support:** SISU will provide ongoing support and resources throughout the duration of the Program to help Participants navigate their time at SISU.
5. **Equal Treatment:** SISU will provide Participants with the same rights and privileges as other visiting students who are enrolled at SISU.

VI. RESPONSIBILITIES OF SBU

1. **Orientation:** SBU will advise Participants that they must:
 - a. apply for and obtain any necessary visa for non-Chinese citizens;
 - b. comply with local laws and regulations in China; and
 - c. comply with all policies, rules and regulations of both SBU and SISU.
2. **Health Insurance:** SBU will ensure that Participants obtain an appropriate and sufficient health insurance plan including coverage for emergency medical evacuation, accidental death, and dismemberment for the entire duration of their studies at SISU.

VII. FINANCIAL RESPONSIBILITIES

1. **Student Responsibilities:** Students are responsible for all financial obligations associated with the Program, including but not limited to housing accommodations, meals, books, supplies, travel costs, and immigration expenses.
 - a. Payments to SBU: Individual Participants shall pay all required tuition and fees to SBU in accordance with SBU's policies.
 - b. Payments to SISU: Individual Participants shall pay housing accommodation fees to SISU in accordance with SISU's policies. SISU will directly charge participants in the Program for on-campus housing at a rate of 7,000 RMB per student per semester.
2. **SISU Responsibilities:** SISU will issue an invoice to SBU by the beginning of each semester and SBU will compensate SISU as follows:
 - a. RMB 20,000 per Participant per semester for those taking between 9 and 18 credits at SISU; and
 - b. RMB 10,000 per Participant per semester for those taking fewer than 9 credits at SISU.
3. **SBU Responsibilities:** SBU will wire-transfer the payment in USD or the RMB equivalent within 30 days following receipt and approval of a proper invoice issued by SISU.

VIII. TERM AND TERMINATION

1. **Term:** This Agreement will take effect on the date indicate above and will remain in effect for a period of one (1) year, which can be renewed by the Parties through the execution of a separate renewal agreement.
2. **Termination:**
 - a. **Termination without cause:** This Agreement and all activities described as responsibilities of both Parties to this Agreement may be terminated by either Party without cause upon six (6) months' written notice to the other Party, provided that the notice of termination does not disrupt the operations of the then-current semester, and that Participants currently enrolled at SISU are given the opportunity to complete the Program at SISU, provided that such participation does not result in a violation of applicable laws by any party.
 - b. **Immediate termination in the event of a policy or adverse change:** SBU or SISU may immediately terminate this Agreement in the event of a change in law, regulation, or policy in the U.S. and/or the PRC that results in an adverse impact on the Program operations.
 - c. **Termination in the event of funding out:** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any performance due by SBU under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to SBU or any kind whatsoever.
 - d. **Termination with cause:** If a Party breaches any obligation or defaults on any conditions contained in this Agreement, the non-defaulting Party has the right to terminate the Agreement if the defaulting Party does not take any actions to cure the defect(s) within 30 calendar days of receiving written notice from the non-defaulting Party.
 - e. **Termination notice:** Any notice to be given hereunder shall be given in writing to the addresses indicated below. Notice shall be deemed received after 14 calendar days if sent via first class mail delivery, after 7 calendar days if sent via overnight delivery service; or upon delivery if personally served.
3. **Effect of Termination on Participants:** In the event this Agreement terminates, all Participants shall be entitled to complete their program at SBU.
4. **Continued Cooperation:** In the case of termination, both institutions will work together to facilitate the smooth transition of Participants and to minimize any academic disruption.

IX. AMENDMENTS

1. This Agreement may be only amended by written consent of both Parties and must be duly signed by authorized representatives of both Parties.
2. Any such amendment will be served personally or by First Class Mail (or equivalent) in the country of origin or by electronic communication to:

SBU:
Name: Yoonmi Noh
Title: Assistant Dean for Global Initiatives
Address: 100 Nicolls Rd, Stony Brook, NY 11794
Phone: +1-631-632-7653
Email: globalaffairs@stonybrook.edu

With a copy to:
The Office of General Counsel
Stony Brook University
348 Administration Building
Stony Brook, NY 11794-1212

SISU:
Name: MAO Xiaohong
Title: Executive Director, Office of International Cooperation and Exchange
Address: 1550 Wenxiang Road, Shanghai 201620, China
Phone: 086+21+67701811
Email: fao@shisu.edu.cn

X. GOVERNING LAW AND DISPUTE RESOLUTION

- 1. Compliance with Laws:** Each Party agrees that, in connection with the Agreements, it will comply with any and all applicable SISU and SBU regulations and policies, along with any applicable New York State laws and U.S. laws, as well as any applicable laws of the PRC, as they may be amended from time to time. Each Party agrees to advise the other party in writing of any affirmative compliance required of the other party under the laws and regulations of its home country related generally to the operations of the Program and specifically to the performance of the other Party's obligations under the Agreement in a foreign jurisdiction.
- 2. Dispute Resolution:**
 - a. If a difference or dispute arises out of or in connection with this Agreement:
 - i. the disputing Party will provide written notice to the other Party at the address set forth in Paragraph IX above, setting out the matters giving rise to the difference or dispute and the relief sought ("**Notice**");
 - ii. within thirty (30) calendar days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient's response to the matters set out in the Notice and any additional matters the recipient considers relevant ("**Reply**");
 - iii. the Parties shall, in good faith and using all commercially reasonable efforts, seek to resolve the dispute within sixty (60) calendar days after the date on which the disputing Party received the Reply, including by involving senior management of both Parties.

- b. No Party may commence any court proceedings in relation to any difference or dispute arising out of this Agreement until it shall have attempted to settle the same by use of the dispute resolution process in **Section X.2.a** and either that procedure has been exhausted or the other Party has failed to participate in the procedure.
- c. The provisions of this Section shall not affect a Party's rights to initiate court proceedings if the difference or dispute is not resolved pursuant to **Section X.2.a**.

XI. MISCELLANEOUS TERMS

1. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between SBU and SISU concerning the Program and supersedes all prior understandings, agreements, or representations, whether written or oral, related to the subject matter herein.
2. **Force Majeure:** Neither Party will be liable for failure to perform or inadequate performance to the extent caused by a condition beyond its control, including natural disasters, war, acts of terrorism, riots, labor conditions, government action, or global pandemics.
3. **Agency:** Nothing in this Agreement is intended to create any form of agency relationship between SBU and SISU by which either Party may be deemed the agent of the other.
4. **Intellectual Property:** Neither Party will use the name or logo of the other Party in order to publicize the Program without the prior written consent of the other Party, which will not be unreasonably withheld.
5. **Translations:** In the event that this Agreement is translated into a language other than English and there is an inconsistency with this English version, this English version of the Agreement shall prevail.
6. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the two Parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
7. **No Drafting Presumption:** This Agreement is the result of negotiations between the Parties and is a product of the Parties. Accordingly, this Agreement shall not be construed against any Party because of the involvement of that Party or the Party's counsel in the preparation of this Agreement.
8. **Authority To Sign:** Each Party executing this Agreement represents and warrants to the other that the individual signing this Agreement has been duly authorized to do so on behalf of the Party with legally binding effect.
9. **Restricted Parties & Entities:** It is SBU's intention to abide by the Office of Foreign Assets Control (OFAC) U.S. Embargoes and Sanction Programs restrictions that may be applicable, which may include financial transactions of any kind, and/or providing services of any kind, including consulting services. Furthermore, SBU will not engage with Parties or entities on any U.S. Government Watch List of Restricted or Denied Parties. SBU reserves the right to cancel this Agreement if an identified restricted or denied Party or entity is engaged.

10. **Non-Exclusivity:** The provisions of this Agreement are expressly limited to the relationship between the Parties with respect to the educational undertaking herein described. Nothing herein shall prevent either Party from embarking upon other or additional programs.
11. **Data Privacy Compliance:** Either Party warrants any information relating to an identified or identifiable natural person (“**Personal Information**” or “**PI**”) that either Party uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the Program will be processed in compliance with applicable laws, regulations, and other legal requirements of that Party relating to (a) privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Information (“**PI Protection Requirements**”). Upon request, either Party will make available reasonable information necessary to demonstrate compliance with the obligations of that Party’s PI Protection Requirements.

Either Party is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with its PI Protection Requirements. To ensure compliance with the PI Protection Requirements, either Party has in place, complies with, and takes appropriate steps reasonably designed to comply in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information. Either Party further certifies that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PI Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PI Protection Requirements; or (iii) is a Party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

12. **PIPL Compliance:** With respect to data subject to the People’s Republic of China Personal Information Protection Law (“**PIPL**”), if data containing Personal Information (as defined by the PIPL) must be transmitted by one Party to the other Party in furtherance of the activities provided for in this Agreement, both Parties will be responsible for compliance with regard to such Personal Information relative to their own respective obligations in accordance with PIPL.
13. **FERPA Compliance.** SISU acknowledges that SBU is legally obligated to comply with the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”), and all requirements imposed by or pursuant to regulation of the Department of Education which protects the privacy rights of students enrolled at SBU. Once a Participant enrolls at SBU, SISU will not have any access to the individual student data without the prior written consent of the individual student.
14. **Counterparts and Facsimile Signature Allowed:** This Agreement may be executed in counterparts. The signature page of this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

For Shanghai International Studies University

For the State University of New York at Stony Brook



Signature



Signature

Name: Li Yansong

Name: Lindsie Walker

Title: President

Title: Senior Associate Provost for Global Affairs

Date:

Date: September 13, 2024