

STUDENT EXCHANGE AGREEMENT

between

STATE UNIVERSITY OF NEW YORK AT STONY BROOK

and

INSTITUT D'ETUDES POLITIQUES DE PARIS

The State University of New York at Stony Brook, a public research institution that is part of the State University of New York, incorporated pursuant the provisions of Chapter 695 of the Laws of 1948, also referred under the name 'Stony Brook University', having its address at 100 Nicolls Road, Stony Brook, New York 11790, the United State of America,

hereinafter referred to as "SBU"

and

The Institut d'Etudes Politiques de Paris, a public scientific, cultural and professional establishment registered under the SIREN number 197 534 316 and managed, by virtue of Article L758-1 of the French Educative Code (Code de l'Education), by the Fondation Nationale des Sciences Politiques, a private foundation registered under the SIREN number 784 308 249, jointly referred under the name 'Sciences Po', having its address at 27 Rue Saint- Guillaume, 75337 Paris cedex 07, France, represented by its President, Mathias Vicherat,

hereinafter referred to as "Sciences Po"

henceforth referred to jointly as the "Parties" and individually as a "Party"

agree to establish the following mechanisms designed to encourage and facilitate the exchange of undergraduate students of both institutions. In this respect, the Parties agree to conclude the present student exchange agreement (the "Agreement").

1. Duration of Study

Students are to be exchanged for one full academic year or for one semester.

2. Number of Students

The number of students to be exchanged shall be determined by mutual consent each year. SBU and Sciences Po agree to achieve full reciprocity for the student exchange within five years. This balance may be achieved by an exchange of an equal number of students or other academic exchanges.

3. Student Application

- a) Initial selection of students will take place at the home institution; however, the host institution reserves the right to deny admission to any student who does not meet its general admission criteria.
- b) Student applications should be received by the host institution no later than March 15 for fall admissions and October 15 for spring admissions. Students participating through SBU may be from other SUNY campuses, registered through SBU. SBU and all other SUNY students will participate in the exchange program exclusively on Sciences Po's regional campuses (Dijon, Le Havre, Menton, Nancy, Poitiers and Reims). Students of Sciences Po will participate in the exchange program exclusively at SBU.

4. Tuition and Other Fees

- a) Students shall be responsible for tuition and university fees. The host institution shall waive tuition for exchange students.
- b) The host institution shall assist exchange students in arranging housing accommodations on campus. In the case of Sciences Po, which does not have student housing, exchange students will be provided housing information and resources to secure off-campus accommodations. Students shall be responsible for their own housing and meal costs.
- c) At SBU, Sciences Po students shall be required to enroll in the mandatory student health insurance program and shall be responsible for all deductible costs related to health care services. At Sciences Po, SBU students must provide proof of international student health insurance, in addition to benefitting, free of charge, from French sécurité sociale (national healthcare).

5. Course Registration

- a) Students must be enrolled in a full-time course load at the host institution for the applicable duration of the students' study.
- b) Students may choose from a wide range of courses available at the host institution, provided

they satisfy course prerequisites and if required, obtain departmental consent. While the host institutions will endeavor to grant students access to desired disciplines, they cannot guarantee access to specific courses.

6. Academic Standing and Record

- a) Students who participate in the exchange program will not be degree candidates at the host institution.
- b) The host institution shall send to the home institution an official record of coursework completed at the host institution on the request of the student.
- c) The home institution shall assess the academic work completed at the host institution and shall award credit to its students in accordance with its own academic policies and regulations.

7. General Requirements

- a) Students will enjoy the same privileges granted to other full-time regular students from the host institution. Students are also subject to the rules, procedures, and regulations of host institution they are studying at. In an academic discipline or academic misconduct matter, students will be subject to the disciplinary procedures of the host institution without prejudice to the provisions of international law, including treaties and international criminal law. Where required and if it is authorized by local laws, the institutions will cooperate in providing each other with any information that may be of assistance in such disciplinary matters.
- b) Neither institution shall be liable for the acts of the other or for the acts of students participating in the exchange program.

8. Visas

The host institution shall assist exchange students to obtain visas and other documents required for entry to the host country. To comply with host country regulations, exchange students shall be required to provide a guarantee that they have financial resources sufficient to meet all expenses.

9. Personal Data

The Parties agree to comply with the U.S. Family Educational Rights and Privacy Act (FERPA) and other applicable laws, regulations and guidelines pertaining to personal data protection in the U.S. Each Party shall treat all student information as confidential and will not disclose the student information to any third party, except as required or otherwise permitted by law.

The Parties acknowledge that each Party will comply with European Union Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable to personal data that each Party receives from the other, including the following requirements:

a) Obligations between the Parties

Each Party must:

- 1) collect only personal data necessary for the Agreement;
- 2) carry out data processing in accordance with all relevant provisions applicable in the European Union;
- 3) deal promptly and properly with all reasonable inquiries from the other Party related to an inquiry from a competent supervisory authority;
- 4) only use or disclose personal data for the purposes for which it was collected, consistent with the notice to candidates/students;
- 5) only disclose personal data to officers, employees, consultants, or agents of the other Party, who need the information for official duties, consistent with the notice to candidates/students;
- 6) protect personal data in all formats, including hard copy and electronic, by employing effective, up-to-date security, consistent with excellent current standards, including for information security;
- 7) retain personal data only as long as necessary for the purposes for which it was collected or created, and securely destroy it once it is no longer necessary for those purposes; and
- 8) notify the other Party in writing forthwith of any event or treatment of personal information inconsistent with these Requirements, and promptly take all necessary steps to remedy the event and prevent its recurrence.

b) Obligations of each Party with respect to candidates/students

Each Party must:

- 1) provide notice to candidates/students of:
 - i. What personal data about them must be collected;
 - ii. Intended purposes for their personal data; and
 - iii. Contact information of an official for questions;
- 2) inform candidates/students of their right of access to all data relating to them and to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in the Agreement, in particular because the data is incomplete or inaccurate.

10. Educational Records of Students

Each Institution shall keep and maintain its own educational records during the term of this Agreement. Upon termination or expiration of this Agreement, each Party shall keep all records related to Students in accordance with its established policies, procedures and the laws of its local jurisdiction.

11. Communication About the Agreement

In order to promote the Agreement and encourage other organizations, institutions and companies to do the same, the Parties may communicate about the Agreement, together or separately.

In this context, each Party is authorized to use the verbal and/or graphic elements belonging to the other Party under the following conditions:

- The Partner authorizes Sciences Po, on a non-exclusive and non-transferable basis, to use Partner's name and indicia provided by Partner for the sole purpose of promoting the Agreement, and to the exclusion of any other commercial or non-commercial use. All communications must follow consistent brand guidelines and no additional logos can be created. Standards and guidelines for Stony Brook University and Stony Brook Medicine, the medical enterprise of the University, can be found at www.stonybrook.edu/brand and www.stonybrookmedicine.edu/communications/communications-tool-kit/home. In addition, Stony Brook participates in a trademark licensing/royalty program that manages the use of logos and word marks on merchandise. Additional information can be found on www.stonybrook.edu/brand;
- Sciences Po authorizes the Partner, on a non-exclusive and non-transferable basis, to use the Science Po's name and indicia provided by Science Po in order to promote the Agreement, to the exclusion of any other commercial or non-commercial use. The reproduction of the textual and/or graphic elements of Sciences Po's name and indicia, as detailed in Appendix 1, must be done in a visible, legible manner.

Each Party undertakes not to use the rights thus granted in a way that is contrary to public order, common decency or in a way that might be considered misleading or ambiguous. Each Party agrees not to use the rights thus granted in a manner that is likely to compromise, discredit the good reputation, name, prestige and image of the other Party, or that might jeopardize or restrict the latter's rights over the textual or graphic elements as detailed in Appendix 1.

Each Party guarantees to the other Party that it holds the intellectual property rights necessary to enforce this article.

In addition, each Party undertakes not to register or have registered as a trademark any textual or graphic element and/or any other element sent by the other Party during the term of this Agreement.

At any time during the performance of the Agreement, and upon simple written notification, one Party may ask the other Party to cease all use of the textual and/or graphic elements; and The Party receiving such a request must comply within one (1) month.

12. Intellectual Property

Unless otherwise agreed upon by the Institutions in writing:

- The Parties' respective pre-existing copyrights remain their own property. Any claim from the other Party shall remain without effect;
- Any intellectual property created by one or more students shall be governed by the laws of the country in which the property was created.

13. Limitation of Liability

Neither Party shall be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of profits, loss of revenues, loss of production.

14. Term and Termination

a) Term

This Agreement is established for a period of five years, effective as of the date last signed. At the end of each five-year period, this Agreement may be renewed by mutual agreement via a written amendment signed by both parties.

b) Termination

- 1) Termination without fault. A minimum period of six months notice will be required from either party wishing to terminate the Agreement.
- 2) Termination by fault. Either Party may terminate this Agreement immediately by written notice if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given three (3) months written notice to the other Party to remedy such default or breach and the other Party fails to do so within the specified period.
- 3) Termination by force majeure. In the event of non-performance of an obligation arising from a case of force majeure as set out in Article 15, the defaulting Party shall inform the other Party immediately in order to plan jointly all necessary measures to reduce the consequences thereof. Should the case of force majeure exceed two (2) consecutive months, the other Party may terminate the Agreement as of right, immediately and without compensation, by recorded delivery letter with receipt acknowledgement. Exercising the right of termination does not exempt the defaulting Party from fulfilling the contracted obligations up to the effective date of early termination of the Agreement.

In the event of termination, all commitments to students participating in the exchange program will be honored by relevant Parties.

15. Force Majeure

Notwithstanding the preceding Article 13, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim from the other party for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Institution, including but not limited to acts of God, war, terrorism, industrial disputes, fire, flood, severe weather conditions, national and international pandemics, and national emergencies.

If such an occurrence causes a suspension of normal institutional activities of a Party for two (2) or more months, and if the suspension may reasonably be anticipated to continue, either Party may discuss whether the continuation of the Agreement is viable or whether the Agreement should be terminated. Further, whether or not the Parties agree on the viability of the Agreement, each Party shall have the right to terminate this Agreement.

In the event that this Article becomes effective, the Parties will take all necessary measures to ensure that all student academic work is properly documented and can be used later for the attribution of credit.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No representations, warranties, inducements or promises made by either Party, whether oral or otherwise, not embodied in this Agreement; and no custom or practice of the Parties, or any of them at variance with the terms specified in this Agreement, shall add to or alter this Agreement or be of any force or effect.

17. Assignment and Transfer of the Agreement

The Parties shall not assign, in whole or in part, the rights and obligations arising here from in any manner whatsoever without the express prior written consent of both Parties.

18. Law

The Parties hereto shall carry out all the activities under this agreement in good faith. In case of disagreement, the Parties agree to make every reasonable effort to resolve such dispute directly and expeditiously, through their Presidents or designees.

19. Others provisions

- a) The Parties acknowledge and agree that neither of them shall be obliged to pay any sum to other in respect of the Agreement. Except where an express provision of this Agreement states the contrary, each and every obligation of the Party under this Agreement shall be performed at that Party's cost.

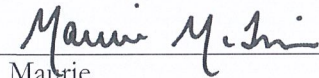
- b) In order to enhance the efficacy of their cooperative activities, SBU and Sciences Po agree that it shall be possible to introduce changes and additions to the Agreement by means of mutually agreed upon additional written clauses via an amendment signed by both Parties.

- c) This Agreement is monitored by an Exchange / International Program Coordinator:
 - For SBU: Margaret Hartofilis, International Academic Programs
 - For Sciences Po: Matthew Thomas, International Affairs Office & Student Exchange Unit

The following Parties have executed this Agreement as of the dates set forth below.

For the State University of New York at Stony Brook

For the Institut d'Etudes Politiques de Paris



Maurice
McInnis President
Date: February 20, 2023



Mathias Vicherat
President
Date:

APPENDIX 1 – PARTIES' LOGOS

For Sciences Po:

SciencesPo

For SBU:

