AGREEMENT OF ACADEMIC COOPERATION BETWEEN KONKUK UNIVERSITY

AND

THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK

Introduction

Konkuk University (KU) and the State University of New York at Stony Brook (SBU), in recognition of the growing collaboration between the two institutions, agree to jointly design the following programs to support their mutual international cooperative efforts.

Parties

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Objectives

This Agreement outlines KU's efforts to assist SBU establish a branch campus in the Incheon Free Economic Zone of Songdo (SBU Korea) and sets forth new and continuing initiatives in this context, including: student exchange programs – both degree and non-degree; joint faculty mentored graduate research projects; faculty and administrative staff exchanges and other programs and projects of mutual interest to the parties.

SBU Korea: SBU's Proposed Songdo Branch Campus

In the context of proposed SBU academic operations in Songdo, KU agrees to provide SBU with the following advisory and program support services:

- 1. Consult and participate with SBU in discussions with Korean and local government ministries, including the Incheon Free Economic Zone Authority (IFEZ), Incheon Metropolitan City, the Ministry of Knowledge Economy and the Ministry of Education, Science and Technology.
- 2. Identify and help recruit potential faculty and administrative staff for SBU academic programs.
- 3. Provide facility and resource access at KU's Seoul campus as necessary, including: medical services for faculty and students; library services (on-line and hard copy delivery); accommodations for faculty and some students at discounted rates; computer and engineering labs, conference rooms and auditorium space. In addition, KU may be able to assist SBU Korea staff with information on Korean visa applications for prospective SBU faculty, staff and students. The terms of such assistance shall be discussed and agreed upon by both parties and formalized in an appendix to this document and signed by authorized representatives of the parties.
- 4. Design and make available preparatory programs for SBU students accepted at the IFEZ campus, pending commencement of the SBU Korea academic year.
- 5. Develop, with SBU, targeted English language, Korean language and Korean culture programs for candidates accepted as SBU students in Songdo.
 - 6. Support and staff a KU liaison office on the SBU Songdo campus.

Student Exchanges - Dual Degree Baccalaureate Programs

Ku and SBU have an MOU, dated 10/29/2006, establishing a dual degree program operating between KU and SBU's New York campuses. Terms extending the dual baccalaureate degree program agreement to SBU's proposed Songdo campus shall be discussed and agreed upon by both parties and formalized in a separate appendix to this document and signed by authorized representatives of the parties.

Student Exchanges - Dual Degree Graduate Programs

KU and SBU agree to explore the development of dual degree programs at the graduate level. The terms of dual graduate degree programs shall be discussed and agreed upon by both parties and formalized in separate agreements and signed by authorized representatives of the parties.

Student Exchanges - Non-Degree Programs

The proximity of SBU's Songdo and KU's Seoul campus allows for the possibility of student exchange programs at the course level in Bachelor and Masters programs. Additional details on the requirements for and completion of credit bearing courses shall be jointly formulated by both parties memorialized in a separate appendix to this document and signed by authorized representatives of the parties.

Graduate Research Programs

KU and SBU shall consider collaborative Master and PhD research projects under the joint guidance of KU and SBU faculty. The standards and procedures put into place for the operation of research projects shall comply with the requirements of the relevant authorities in the Republic of Korea and New York State; the regulations, policies and procedures of the host institution and the laws and regulations of the host country.

Faculty Exchanges

The parties' faculty, in collaboration or independently, may offer lectures in English for students at the SBU IFEZ campus or the KU Seoul campus.

In addition, in furtherance of the parties' mutual international objectives:

- 1. SBU shall advise KU about SBU faculty members on leave from SBU who may wish to take said leave at KU in Seoul for more than a semester. SBU faculty who agree to a 3 credit course per semester teaching commitment at KU will receive adjunct professor appointments, the option to pursue their research interests and assistance with housing.
- 2. KU shall advise SBU about KU faculty members on leave from KU who may wish to take said leave at SBU in Stony Brook for more than a semester. SBU shall provide office space for visiting KU faculty, the option to teach one class per semester, introductions to faculty with similar research interests and assistance with housing.

Additional details on faculty exchange and collaboration shall be jointly formulated by both parties, memorialized in an appendix to this document and signed by authorized representatives of the parties.

Administrative Staff Exchanges

As in the past, SBU agrees to continue to accept one or two KU-sponsored staff members at Stony Brook each year, for a period of six to twelve months, in the capacity of visiting staff. The purpose of the placement is to provide KU representatives with exposure to, and on-the-job training in, the protocols of U.S. higher education, particularly in the fields of student services and academic affairs. KU shall make similar opportunities available at its campus, on request.

Other Programs and Projects

SBU and KU shall explore the development of joint non-degree programs in business, economics, marketing and organizational behaviors for qualified managers, executives and professionals, as well as the possibility of venture projects for faculty innovators.

Joint Management Committee

The parties shall jointly establish a management committee to facilitate ongoing discussions about these and other cooperative activities. The committee shall consist of an equal number of representatives from each party, who shall meet in person at least once a year at SBU or KU. Any differences or conflicts which may arise at any time after execution of this Agreement shall be referred to the joint management committee, which shall work diligently to negotiate a solution.

- 1. If a solution cannot be devised and SBU is in serious breach of the Agreement which materially impedes the continued implementation of the joint degree or non-degree programs, to the extent authorized by the New York Court of Claims Act, SBU shall be responsible for all direct losses incurred by KU.
- 2. If a solution cannot be devised and KU is in serious breach of the Agreement which materially impedes the continued implementation of the joint degree or non-degree programs, to the extent authorized by the laws of the Republic of South Korea, KU shall be responsible for all direct losses incurred by SBU.

All activities and programs developed under the auspices of this Agreement shall comply with the regulations, policies and procedures of each party as well as the law and regulations of the party's host country, including, by way of example only, intellectual property laws, immigration laws and applicable portions of the U.S. Export Controls Act and Office of Foreign Assets Control regulations.

Miscellaneous

- 1. Force Majeure. If either party is unable to perform any of its obligations under this Agreement due to an event beyond its control, such as typhoon, earthquake, fire, war or other unpredictable, unavoidable event, the party may be relieved of its obligations under this Agreement. The affected party must immediately inform the other party in writing of the event and take all reasonable steps to remedy the situation.
- 2. Amendments. This Agreement may be modified or amended only with the approval of institutional leadership in a writing signed by authorized representatives of the parties.
- 3. Term. This Agreement shall be effective for a period of five years, effective on the most recent date of signature below. At the end of each five year period, this Agreement will be automatically renewed by mutual consent for an additional five years, unless KU or SBU provide written notification of a decision of non-renewal prior to the expiration date.
- 4. Termination. If either party wishes to terminate this Agreement, one year prior written notice must be provided and all provisions of this Agreement shall be honored with regard to all students who are registered in any degree or non-degree program. After termination, new students may not be enrolled in any program.

STATE UNIVERSITY OF NEW YORK AT STONY BROOK	KONKUK UNIVERSITY
Ald My	myson
Samuel L. Stanley, Jr./M.D.	Myung Oh, Ph.D
President	President
2009-11-20	2008.11.20
Date:	Date: