AGREEMENT Supplement #1

AMERICAN UNIVERSITY

4400 Massachusetts Avenue, N.W. Washington, D.C. 20016 United States of America

And

STONY BROOK UNIVERSITY

100 Nicholls Road Stony Brook, N.Y. 11790 United States of America

American University ("AU"), represented by Scott A. Bass, Provost, and Stony Brook University (SBU), represented by Samuel L. Stanley, President, on this Thirty First day of March 2014 enter into this Agreement to establish an educational partnership. AU and SBU agree to provide an educational experience for AU students at SBU's Turkana Basin Institute (TBI) during the period of the Agreement and to support the activities of the partnership in accord with the terms of this Agreement for the mutual interests of both institutions.

AU and SBU agree to the terms and conditions set forth below.

- Section 1. Period of Agreement. The Agreement is effective for a period of five (5) years. It may be renewed by mutual written Agreement six (6) months before the expiration date.
- Section 2. **Termination**. Either institution may choose to terminate this Agreement by written notification to the other. Termination will be effective six (6) months after written notification is received by the other institution. The notice of termination notwithstanding, AU students already admitted or enrolled at SBU-TBI under this Agreement will complete their studies through the end of that academic term. Either institution can terminate the Agreement immediately if, in its opinion, the other institution is incapable of fully performing the services described herein, or the health, safety, or welfare of students are endangered for any reason, in the sole opinion of the terminating institution.
- Section 3. Amendments. This Agreement may be amended by the written consent of the signatories or their duly authorized representatives.
- Section 4. Number of Students. SBU-TBI agrees to accept qualified AU undergraduate students for semester study at the SBU-TBI field school beginning in the Fall 2014 academic term. SBU will advise AU of the number no later than February 1 of the preceding academic year. AU will ensure that the students qualify to meet SBU-TBI admissions standards, providing completed SBU-TBI application dossiers for each student by March 15 for Fall participation and October 15 for Spring semester participation. SBU-TBI reserves the right to deny admission to any student not meeting its general admission criteria for visiting non-matriculated students.

- Section 5. Student Status and Access. AU students will have access to all SBU-TBI undergraduate academic areas and courses of study for which they are qualified, except those specifically proscribed by SBU-TBI. AU students will not be degree-seeking students at SBU but will be subject to the same academic policies and standards of conduct at SBU-TBI as degree-seeking students.
- Section 6. Course and Transfer Credit. AU students will be required to enroll in a full-time course load at the SBU-TBI field school for the duration of the program. AU students will be enrolled in SBU-TBI courses that have been pre-approved for credit at AU. At the end of the SBU-TBI field school semester and upon request of the student according to SBU policy and procedures, SBU-TBI will provide AU student academic records and grades, but only if students have cleared their financial accounts with SBU-TBI and have no other unfulfilled obligations to SBU-TBI that would restrict the release of their records and grades. AU will award credit and grades to its students in accordance with AU academic policies and regulations.
- Section 7. Information and Orientation. At least two (2) months prior to each academic term, SBU-TBI will provide AU students with information relevant to their attending the SBU-TBI field school including, if necessary, procedures required to obtain immigration documents. Upon arrival in Kenya, the SBU-TBI field school will provide students with local transportation, accommodation and meals. The SBU-TBI field school will provide an on-site orientation covering the full range of SBU-TBI academic and non-academic services and facilities, and health and safety matters. SBU-TBI will consult with AU Abroad staff in complex situations that require a coordinated response.
- Section 8. Academic Program. AU students will attend the SBU-TBI field school on a full-time basis as visiting, non-degree students.
- Section 9. Extra-curricular Program. AU students will have access to all regular SBU-TBI extra-curricular activities.
- Section 10. Housing. AU students will be provided housing at the SBU-TBI field school.
- Section 11. Health and Insurance. AU students will be required to purchase the mandatory SUNY health insurance for their period of study at the SBU-TBI field school. SBU-TBI will direct AU students requiring medical assistance to appropriate facilities. Neither SBU nor AU will be responsible for any medical expenses incurred by AU students. AU students will be responsible for any medical expenses not covered by SUNY's student health insurance plan. Therefore, all AU students will be required to demonstrate they are also covered by their own individual, valid health insurance purchased at their own expense. If SBU-TBI determines that an AU student is in an emergency situation, SBU-TBI will promptly notify AU and cooperate fully in determining what additional actions may be required.
- Section 12. AU Payments. AU will pay SBU-TBI tuition costs, program fees, applicable university fees and international health insurance fees per academic term for AU students attending the SBU-TBI field school. Within six months in advance of each semester, SBU-TBI will send in writing to the Director of AU Abroad the SBU-TBI field school's tuition and fees for that

semester. Within twenty-one (21) days of the Director's receiving a detailed invoice confirming the number of AU students officially enrolled, AU will pay SBU-TBI tuition costs and incidental fees according to the invoice instructions.

- Section 13. Student Payments. AU students will be responsible for all personal expenses including, but not limited to, transportation to and from Kenya, passports and visas, freight and baggage shipments, books and other supplies, storage, repatriation, telephone, e-mail, and other communication expenses.
- Section 14. Student Conduct. AU students will be subject to SBU-TBI student conduct policies and standards, to AU's Student Conduct Code, and to the Consent-Release Agreement the students must sign. While in Kenya AU students will be required to abide by all the laws of Kenya. SBU-TBI implements a zero-tolerance policy for use or possession of illegal substances, and any violations will result in immediate dismissal from the program. SBU-TBI may otherwise expel any AU student for conduct that is in violation of any of the above-mentioned Codes or laws. SBU-TBI will inform AU of any disciplinary action taken regarding an AU student.
- Section 15. Liability. Neither SBU-TBI nor AU will be liable for damages caused by AU students to their own or other persons and property, including damage due to abuse of alcoholic beverages, medicines, or illegal drugs. AU students will be individually liable for the economic and legal consequences of their personal actions and will be subject to the laws of Kenya. AU will notify its students in writing of this liability. Neither institution will be liable for any failure or delay in performing the obligations of this agreement caused by acts of God, terrorism, flood, fire, war, public enemy, or other similar catastrophes..
- Section 16. Legal Compliance. SBU-TBI warrants and represents that it is in compliance with all Kenyan laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.
- Section 17. Official Notice. Official notices and correspondence will be sent to:

AMERICAN UNIVERSITY

Sara Dumont, AU Abroad American University 4400 Massachusetts Avenue, NW Washington, DC 20016-8026 USA

Tel: +1 (202) 885-1320 Fax: +1(202) 885-1370

SBU-TBI

Lawrence Martin, Director Turkana Basin Institute Stony Brook University N503 Social & Behavioral Sciences Stony Brook, NY 11794-4364 USA

Tel: +1 (631) 632-5800 Fax: +1 (631) 632-5810

Section 18. Jurisdiction. This Agreement will be governed and construed by the applicable laws of the United States of America and is subject to the jurisdiction of the courts of this country.

Now intending to be legally bound, AU and SBU-TBI have caused their duly authorized representatives to execute this Agreement on the day and date first written above.

For American University		For Stony Brook University
Scott A Bass	Y(2/(4)	Samuel L. Stanley Jr. M.D. Date
Provost		President
		Jensus Horans 5/15/14
		Dennis N. Assanis, Ph.D. Date
		Provost
		W. Queno 5.15.14
		William Arens, Ph.D Date
		Vice Provost, Global Affairs

Dean, International Academic Programs and Services