

**AGREEMENT FOR CULTURAL, EDUCATIONAL,  
AND SCIENTIFIC COOPERATION  
BETWEEN  
THE UNIVERSITY OF CALIFORNIA IRVINE SCHOOL OF LAW  
AND  
THE KOREA UNIVERSITY SCHOOL OF LAW, REPUBLIC OF KOREA**

1. **Objective.** In accordance with a mutual desire to promote international cooperation between the United States and the Republic of Korea, the University of California Irvine School of Law (UCI) and the Korea University School of Law (KU) join in the following Agreement for cultural, educational and scientific cooperation. The objective of this Agreement is to establish a flexible framework for academic collaboration, as well as faculty and student exchanges, between KU and UCI to the end that the academic programs and activities for faculty and students of both institutions will be materially enriched.

Both institutions will encourage direct contact and cooperation between their faculty members, departments, institutes and research centers subject to the provisions of this agreement.

UCI and KU shall cooperate in fields of teaching and research to be agreed upon. Within the fields of study to be mutually designated, both institutions agree to the following general forms of cooperation:

- a. Exchange of faculty members for study, teaching and research. If agreed upon by both institutions, the framework for faculty exchanges is set forth in Appendix A to this Agreement.
- b. Exchange of students for study, teaching and research. If agreed upon by both institutions, the framework for student exchanges is set forth in Appendix B to this Agreement.
- c. Joint research activities, publications and conferences. If agreed upon by both institutions, the framework for faculty exchanges is set forth in Appendix C to this Agreement.

Terms of joint activities and the conditions for utilizing the results achieved and arrangements for specific visits, exchanges and other forms of cooperation will be negotiated for each specific case.

2. **Implementation and Administration of this Agreement.** UCI and KU shall each designate one individual (the "Administrator") to serve as the central contact person for all administrative matters arising hereunder, including implementation during the initial term. The Administrators so designated shall exchange information on a regular and timely basis, but no less frequently than once a year, regarding their academic programs and other factors relevant to the smooth and successful implementation and operation of this Agreement.

3. **Anti-discrimination Policy.** Both institutions subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, sexual orientation, age, religion, disability or national origin. UCI and KU shall abide by these principles in the administration of this Agreement.

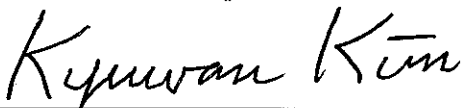
4. **Initial Term and Renewal.** This Agreement shall take effect upon signature by the Dean of each institution and, unless agreed otherwise, shall be, at the end of five (5) years after the date it takes effect, renewed for successive five (5) year periods.

5. **Termination.** Either institution may terminate this Agreement, with or without cause, by providing the other institution with notice in writing at least 180 days before the effective date of termination, provided however, that termination shall not affect any specific academic collaboration or faculty or student exchange approved by both institutions prior to the notice of termination. Each institution shall be responsible for its own costs and expenses associated with termination, unless specific cost sharing arrangements apply.

6. **Annual Review and Modification.** The Administrators will review the relationship established pursuant to this Agreement on an annual basis and will discuss in good faith any modifications as may be required, provided however, that the terms and conditions contained herein, including the Appendices, may only be modified by a writing signed by the Deans of both institutions. Where the rules governing an institution require any changes to be approved by the relevant authorities of the university, such changes must be submitted to the relevant authorities in a timely fashion. Any such changes shall not take effect until approval is obtained by all relevant authorities.

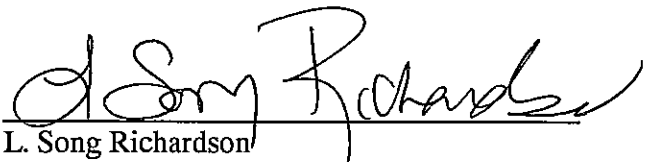
7. **Additional Provisions.** Any issues arising hereunder will be resolved through good faith discussions between the designated representatives of the two law schools.

On behalf of their respective institutions:



Kyu-Wan Kim  
Dean  
Korea University School of Law

Date: May 18 2017



L. Song Richardson  
Interim Dean  
University of California Irvine School of Law

Date: 5/18/2017

## **Appendix A FACULTY EXCHANGES**

Both institutions will exchange faculty for research and teaching purposes on the basis of reciprocity. It is understood that a balance in numbers of faculty exchanged shall be sought over a five (5) year period.

1. **Receiving a Visit.** Both institutions shall encourage faculty exchange for the purpose of study and research, and give serious consideration to requests from faculty members of either institution who desire to undertake research, teaching short courses, or spend time in residence during sabbaticals in the other institution. The terms and conditions of any such exchange will be discussed and agreed on a case-by-case basis. In principle, both institutions agree that where the exchange faculty member is traveling to the host institution to conduct research, teaching, or spend time in residence during sabbaticals:

- a. All expenses, including research material, international and domestic travel, per diem, compensation for lecture, and all other costs, shall be the responsibility of the home institution and/or the exchange faculty member as determined on a case by case basis.
- b. The host institution will do its utmost to provide the visitor with an office or work station if available equipped with a computer if one is available, with access to the library and other facilities in the same manner as regular faculty, with a teaching opportunity if desired and available, and with visa application support, housing and other administrative support to facilitate the visit
- c. The host institution shall not charge a “visiting scholar fee.”

2. **Requesting a Visit.** Either institution may request the other institution to make a faculty member available as a short term visitor for the purpose of research, teaching short courses, or teaching courses during sabbaticals. The terms and conditions of any such exchange will be discussed and agreed on a case-by-case basis. The institution receiving such a request will use its best efforts to encourage an appropriate faculty member to assist the requesting institution in meeting its needs, but will not be obligated to ensure that a faculty member is available.

- a. In principle, where the request involves an invitation to teach, all expenses, including teaching and research material, international and domestic travel, per diem, compensation for lecture, and all other costs, shall be the responsibility of the host institution as determined on a case by case basis. The host institution shall not be responsible for paying the salary, health insurance (including, without limitation, travel insurance), and other benefits of the visiting faculty while in residence at the host institution.
- b. The host institution will provide the teaching visitor with an office or work station equipped with a computer if one is available, with access to the library and other facilities in the same manner as regular faculty, and with visa, housing and other administrative support to facilitate the visit. The host institution will do its utmost to support the visitor to obtain visa.
- c. Each institution shall endeavor to request and host faculty from the other institution to take residence in its institution each year.

## **Appendix B**

### **STUDENT EXCHANGES**

1. **Number of Students and Qualifications.** During the term of this Agreement, KU may send up to two (2) J.D. or LL.M students [total each year to be enrolled as full time students] in the UCI LL.M. program. UCI may send up to two (2) J.D. or LL.M students [total each year to be enrolled as full time students] in the KU Graduate Program. Two students enrolling for one semester each will be equivalent to one student enrolling for one year. The number of students may be modified from time to time by mutual agreement. In all cases, the number of outbound and inbound students should be balanced as much as possible.

Exchange students shall have obtained at least one full year of credit of J.D.-level study to be enrolled in the J.D. program of the other institution, and two full years of credit of J.D.-level study or one full semester of the graduate program to be enrolled in the graduate program of the other institution, and shall be in good standing. In addition, each institution will provide the other with a statement of its general academic standards required for exchange students. In the case of non-native speakers of English, the host institution shall inform the home institution of the minimum TOEFL or equivalent score required for foreign students.

2. **Term of Exchange.** Students participating under the terms of this Agreement may enroll for one semester or for one year.

3. **Status of Students and Program of Study.**

- a. In principle, students participating under the terms of this Agreement shall continue as candidates for the degree of their home university with course credits to be transferred back to the home institution. The home institution shall be responsible for ensuring that its own students have registered and are in good standing.
- b. Exchange students coming into a UCI LL.M. program for one year will also have the option to enroll as a UCI LL.M. degree candidate provided that they fulfill all of the procedures for applying and meet the general standards required for admission into the relevant LL.M. Program. To be considered, prospective exchange students must apply to the relevant LL.M. program within the regular timeline of the LL.M. selection cycle. The exchange student will need to fulfill the degree requirements for the LL.M. program in order to receive the LL.M. degree.
- c. Exchange students will be permitted to enroll in courses at the host institution for which they are qualified, subject to the same requirements and conditions as students from the host law school. The partners will ensure that, in principle, all courses offered at the host institution will be available to exchange students, but recognize that enrolment in some courses may be contingent on completing pre-requisite courses or language ability and that selection may be by ballot in capped-enrolment courses.
- d. Students will be required to take examinations and fulfill all other requirements for the courses in which they are registered. They will be graded in the same manner as regular students and will be given credit in accordance with the rules of the host institution. In addition, UCI students must

have a faculty advisor at KU to supervise their course of study as stipulated in the ABA criteria for foreign study abroad. In spirit of mutual cooperation, UCI will provide a faculty advisor for the KU students studying at UCI as well.

- e. Exchange students will be entitled to treatment as regular full-time students of the host institution and will enjoy all of the same privileges and responsibilities. They will also be subject to the same rules and regulations as regular full-time students.

4. **Admission Procedures.** Except as otherwise stated in provision 3.b. of this Appendix, nominated students will be required to complete an application to attend the host institution. The nominating institution will select students that it believes meet the academic standards of the host institution. The completed application for a selected student shall be sent to the host institution, along with a letter of recommendation from the Administrator and/or the Dean, in a timely manner. The host institution will review the application promptly and, in principle, accept the student unless there is an appropriate reason for rejecting the applicant.

5. **Student Exchange Coordinator.** Each institution shall nominate a faculty member as its student exchange coordinator where this person is different from the Administrator named in this Agreement. The Student Exchange Coordinators will be responsible for monitoring the welfare and academic progress of students received from the partner institution.

6. **Fees and Expenses.**

- a. The University of California Irvine does not currently allow for reciprocal-fee student exchanges. UCI shall endeavor in good faith with its campus administration to implement student exchanges on a Home Tuition basis, whereby students pay regular tuition fees and other related fees to their home institution, with no such fees required by the host institution. Each student will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange.
- b. No exchange of funds between the two institutions will occur.
- c. In the unlikely event that a student participating under the terms of this Agreement should fail to comply with academic or disciplinary regulations of the host institution, and be asked to leave the host institution, the student will be responsible for any resulting expenses.

7. **Academic Credit, Reporting of Grades and Disciplinary Action**

- a. In principle, each institution will accept the credits earned at the host institution, provided that students participating under the terms of this Agreement pursue an academic program developed in consultation with the student's home institution. It will be the responsibility of each exchange student to verify before registering for courses at the host institution that the desired courses will be eligible for credit at the home institution.
- b. The host institution will provide the home institution with a certified transcript promptly after the exchange student has completed his or her coursework at the host institution.

c. The host institution will be entitled to discipline, including expel, an exchange student who fails to meet the academic standards of the host institution, provided that the exchange student has been given the same due process afforded to regular full-time students of the host institution. The host institution shall promptly inform the home institution, preferably in advance, if it appears that an exchange student will require disciplinary action.

8. **Health Insurance.** Exchange students may be required to provide proof of full health coverage in an amount comparable to that required at the host institution, or to purchase a special student health policy as a condition of obtaining a visa.

9. **Student Visa and Other Documentation.** Each institution shall provide all necessary documentation to enable participating students to obtain student-visas for their visit, as well as relevant information on the host institution and host country. Such information shall include an estimate of living expenses; a description of any medical or insurance documentation (e.g. proof of inoculation, liability or health insurance, etc.) required by the host institution of its foreign students; and logistical and practical information relating to the students' arrival and orientation at the host institution. The ultimate responsibility for obtaining the appropriate visa and related documents necessary to pursue studies at the host institution lies with the individual student.

Exchange students may be required to provide evidence of sufficient funds to cover the reasonable costs and personal expenses during their stay at the host institution.

10. **Accommodation.** Neither institution is obligated to provide housing for exchange students, but they will make the services of their respective university international exchange offices available to assist the exchange students. If university or institution housing is available at the host institution, the cost will be no greater for the exchange student than for a regular full-time student of the host institution. The exchange student will be solely responsible for all costs and expenses incurred during the period of exchange and neither institution shall be liable to the other in connection therewith.

11. **Publicity.** Both institutions will be permitted to publicize the existence of this exchange program to current and prospective students, provided that any such publicity is accurate, not misleading, and does not obligate the other institution in any manner beyond what is contained herein.

12. **Additional Matters.** Additional matters not covered herein will be resolved through good faith discussions between the Administrators and/or the Deans of the two institutions.

## **Appendix C**

### **JOINT ACTIVITIES**

Both institutions will endeavor to accomplish the following joint academic activities.

1. **Joint Conference.** Institutions shall work together to hold one (1) joint conference each year at a location alternating between the two. The terms and conditions of any such conference will be discussed and agreed on a case-by-case basis. In principle, both institutions agree that:
  - a. All expenses, including research material, international travel, per diem, compensation for lecture, and all other costs, of the faculties making a visit shall be the responsibility of the home institution and/or the exchange faculty member as determined on a case by case basis.
  - b. The host institution will provide free housing and domestic travel to and from the housing and the conference venue during the duration of the conference.
  
2. **Dual degree program.** Institutions shall work together to design, commence, and administer a dual degree program whereby a successful admittee to both institutions's degree programs can complete them both in a shorter aggregate time than it would have taken to complete them separately, by giving full consideration to the idea of both institutions granting degree-bound credits simultaneously on those courses fulfilling the academic objectives of both institutions.
  - a. Institutions understand that those courses on the law of one institution's home country offered in the other institution will be appropriate for such dual recognition.
  - b. Institutions understand that some courses receiving dual recognition may be completed through the student exchange program set forth in Appedix B, to the extent that such coursework is completed in the order and within the timespan appropriate for each institution's academic standard.
  
3. **Clinical cooperation.** Institutions shall explore and implement the ways in which the relevant clinical programs of institutions can strengthen each other, either by providing the other institution with *in vivo* cases to work on or providing legal expertise or students' workhouse to the cases being handled by the other institution.
  - a. Institutions understand that those clinics working on cases that have international element will be appropriate for such clinical cooperation.
  
4. **Joint publication.** Institutions shall endeavor to establish collaborative scholarship projects, as opportunities and institutional policies allow.