

MEMORANDUM OF UNDERSTANDING

between

**The University of Iowa College of Law
Iowa City, Iowa, USA**

and

**Korea University School of Law
Seoul, Republic of Korea**

In accordance with a mutual desire to promote further cooperation between The University of Iowa College of Law (UI) and Korea University School of Law (KU), both institutions join in the following agreement on educational, training and research cooperation.

Cooperation in specific areas may be designated by mutual consent and incorporated as addenda to this agreement or processed as research agreements through the parties' designated research contracts offices, as appropriate. The details of cooperation for any of the identified fields may also be specified in the form of addenda to this agreement upon signature by appropriate representatives.

Within the fields of study to be mutually designated, both institutions agree to the following general forms of cooperation:

1. Joint educational, training and/or research activities.
2. Exchange of invitations to scholars (faculty, research personnel, and graduate students) for lectures, visits and sharing of experiences.
3. Exchange of invitations to scholars for participation in conferences, symposia and seminars.
4. Exchange of information in fields of interest to both parties.
5. Exchange of faculty, research personnel, and graduate and undergraduate students for study and research.
6. Practical training in pre-identified or otherwise selected field sites.

Both parties agree that all financial agreements necessary to implement this agreement must be negotiated and will depend upon the availability of funds.

This agreement will become effective upon the date of signature by the authorized representatives of the institutions.

This agreement is valid for a period of one year from the effective date and may be renewed before the expiration date by agreement between the parties; such agreement to take the form of an addendum to this agreement. The parties may terminate this agreement without cause by providing 120 days written notice to the other party. In the event of early termination, the parties will make good faith efforts to complete or terminate existing projects or engagements without substantial prejudice to the other party.

It is the policy of the UI and KU to guarantee the basic rights of their students and faculty by entering into exchange agreements only with institutions whose selection procedures for participation are based solely on the level of ability and quality of performance of candidates.

EXCHANGE AGREEMENT

between

The University of Iowa College of Law, Iowa City, Iowa, U.S.A.

and

Korea University School of Law, Seoul, Republic of Korea

Representatives from the two universities have exchanged views on establishing a reciprocal student exchange program based on equality and mutual participation. The two institutions believe the exchange program will benefit participants by increasing their understanding and appreciation of another culture and by improving educational offerings through expanding the pool of teachers, students and facilities. The two institutions have reached an agreement as follows:

1. The University of Iowa College of Law (UI) and Korea University School of Law (KU) shall exchange a fixed number of students in each academic year that the exchange is in effect. The exchange will be on a one-for-one basis.
 - a) The exchange is restricted to graduate student participation.
 - b) The duration for the exchange shall be for one (1) semester.
 - c) Each institution will maintain their own records showing student participant name, period of study (term and year), and the value of each participant toward the overall exchange balance.
 - d) The number of students to be exchanged will be negotiated well in advance of each session, before student applications are submitted, by the administrators of the overseas exchange programs at each university. The home university may set a maximum capacity and should then convey this limit to the host university.
 - e) The host university will convey the program dates for each session to the home university no later than 90 days before the start of that term.
 - f) Temporary imbalances will be permitted upon the mutual agreement of both institutions, but each will endeavor to ensure that the exchange shall be balanced within the term of this agreement. If there is an imbalance both parties reserve the right to not accept incoming students until the exchange is in balance. Typically UI will only consider accepting students from KU when the exchange balance is within the range of +/-2 yearlong slots.
 - a) The UI College of Law will assume responsibility for tracking and maintaining a balance in the exchange and, to this end, will actively recruit UI students to participate in the exchange. UI International Programs Office (IP) will also monitor the balance. Before renewal of student exchange agreements, IP will schedule a meeting to discuss progress in maintaining balance and steps necessary to address any imbalance.
 - b) Both the home institution and the host institution must officially approve an extension of stay for an exchange student.
2. Each university may restrict enrollment in certain areas of study due to strict admissions requirements, over-subscription in courses or other reasons. Each school is obligated to inform the other of applicable restrictions.
3. No student is inherently entitled to be a participant in this exchange program. Each university is responsible for selecting their own students as nominees for the exchange, in compliance with admissions criteria established by the receiving institution. Final responsibility for admission rests with the receiving institution.
 - a) The home university will certify to the host university that nominees are under no academic or conduct restrictions.
 - b) The parties agree that the purpose of this student exchange is to facilitate an educational experience in an unfamiliar environment for participating students. To that end, students are not eligible to return to their home country to study through this exchange program.
4. Each institution shall assist the exchange student in devising suitable programs of academic instruction.

- a) Applications shall be submitted with preliminary information about courses in which students wish to enroll.
 - b) Academic advisors or tutors of the host institution will determine the appropriateness and availability of the desired courses and will seek to enroll students in them prior to their arrival, if possible.
5. Students from each university studying abroad under the exchange agreement shall be subject to the same rules and regulations with respect to social and academic behavior as local students and may be dismissed at any time for failure to maintain appropriate standards of conduct according to the host institution's policies and standards. All participating students must adhere to all course load requirements for student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from the program and the host institution. Dismissed students will be deregistered from all classes, all fees paid to the host institution will be forfeited in accordance with applicable policy, and the student so dismissed will be expelled from student housing, if applicable, and escorted to the airport by a designated official. Notice of such dismissal will be sent to the program contact designated in Section 16 below.
- a) Each host university will provide an appropriate on-site orientation program at the start of the program to inform students of campus policies, local rules and regulations, and cultural norms. Each host university will provide advising, counseling, and other support services during the program for exchange students.
 - b) It is expected that the exchange students will have sufficient command of the host country's language to follow the selected course of study, including understanding lectures, participating in discussions, completion of homework, lab assignments, and exams. Students attending the University of Iowa must demonstrate English language proficiency through one of the following means: (1) submission of a standard English proficiency test score such as TOEFL or IELTS, or (2) a transcript from the home institution if the language of instruction is in English. The host institution will determine whether the student meets the language proficiency level required for academic admission. It is the responsibility of the student to obtain sufficient language proficiency prior to the start of the exchange. If necessary, students may be required to take additional instruction in the host language once on campus.
 - c) The home university will assist its own participants in obtaining the appropriate visa for the period of exchange. The host university will provide any documents (e.g. invitation letter) required for the visa application process. Notwithstanding the foregoing, each participant shall ultimately be responsible for obtaining their visa, passport, and other necessary documents for their own entire travel period and paying for the same. The universities shall not be liable to each other or to any participant for the failure of the participant to obtain the same.
6. Mutual credit will be given for class work completed during the exchange, provided that course content is sufficiently similar. The home institution will have final approval on how credit earned at the host institution shall be applied toward a student's degree.
- a) UI students will be eligible to take final examinations administered by KU. The UI students must obtain, and KU agrees to provide, an end-of-course assessment of their work by the instructor and/or signed transcript issued by KU.
 - b) KU students will be eligible to take final examinations administered by UI. The KU students must obtain, and UI agrees to provide, an end-of-course assessment of their work by the instructor and/or a signed transcript issued by UI.
 - d) The exchange is not intended to provide a mechanism for students to obtain a degree at the host university. Upon completion of the exchange period, students are expected to continue as candidates for degrees at their home university.
7. **Graduate Degree Programs:** Both schools will give sympathetic consideration to graduates of the other school for admission to their LL.M. programs, but graduates must satisfy the procedures for applying and meet the general standards required for admission. The school to which a graduate applies will count no more than one (1) semester of the credits the applicant earned while an exchange student under this agreement to that school's LL.M. degree, provided the graduate achieves passing grades in the courses, applies and is admitted to the LL.M. program, and begins the program within three (3) years after the graduate's term as an exchange student ended. Students would be responsible for appropriate tuition or other university fees assessed by the school granting the LL.M. degree, and may have to meet additional immigration and visa requirements.

8. Participating students from both universities shall pay tuition, mandatory computer fees, application, registration and student health fees to their home institutions and then study at the host institution without further charges for tuition and fees. Exceptions are special lab, materials, field trip or other fees associated with enrollment in specific classes. Such expenses are to be borne by the individual student.
9. Participating students are responsible for paying room and board fees to their host institutions, (or alternatively, for private accommodations abroad). The host university exchange coordinator will link arriving exchange students with housing resources.
10. Participating students from both universities shall be required to cover the cost of textbooks and other required course materials.
11. Refunds for students who discontinue the program prematurely are generally not available.
12. Participating students shall be solely responsible for making and paying for their own travel arrangements.
13. Participating students must have medical insurance coverage that meets standards set by the host country.
 - a) UI students who will be attending KU on exchange will be enrolled in Iowa Regents coverage. Iowa Regents coverage is mandatory and would be in addition to any local coverage mandated by the Korean government.
 - b) KU students who will be attending UI will be automatically enrolled in Student Health Insurance Plan (SHIP) coverage unless they can satisfactorily demonstrate that they are covered by a comparable accident and hospitalization insurance plan.
14. Each institution agrees to inform the other of any crisis or emergency related to their respective student(s).
 - a) For incidents pertaining to a student's health and safety while abroad such as, but not limited to, death, injury, illness, physical or sexual assault, or other sexual misconduct, sexual harassment, arrest, or being a victim of a crime, each institution will report and disclose information concerning any such incidents to the emergency contact designated in Section 16.
 - b) If for any reason a program needs to be cancelled, students need to be evacuated, different program arrangements including delivery of the academic program need to be made, communications to that effect will be sent immediately to the emergency contact designated in Section 16.
15. Each institution shall designate an individual and/or an office responsible for the administration of this exchange. For KU, this contact shall be the Vice Dean for Planning and Foreign Affairs, KU School of Law who can be reached at it-law@korea.ac.kr. For the UI, this contact shall be Associate Dean Adrien Wing who can be reached at adrien-wing@uiowa.edu.
16. For the purposes of 24/7 emergency communication, the contact persons and 24/7 contact information for this exchange will be:

**For Korea University School of Law
(for emergency purposes only)**

**For the University of Iowa
(for emergency purposes only)**

<u>Name:</u>	<u>Name:</u> Autumn Tallman
<u>Title:</u> Emergency Affairs	<u>Title:</u> Associate Director, International Health, Safety and Security
<u>24/7 Phone:</u> 82-2-3290-1919	<u>24/7 Emergency Phone:</u> 1-319-530-2540
<u>Email:</u> chongmu@korea.ac.kr	<u>Email:</u> safety-abroad@uiowa.edu (for follow-up communication only, not checked 24/7)

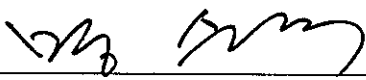
17. Modifications to this agreement may be made at any time in writing by mutual consent.
18. Neither institution shall bear responsibility for any liabilities arising from the conduct of their respective students.
19. This agreement shall be effective upon approval by both universities and shall remain in effect for an initial period of one year. Based upon an evaluation of the progress and quality of the mutual cooperation, the Agreement may be extended for additional three-year periods by written consent of the parties. Either institution may terminate this Agreement by giving at least six months written notice.
20. It is the policy of The University of Iowa and Korea University to guarantee the basic rights of their students and faculty by entering into exchange agreements only with institutions whose selection procedures for participation are based solely on the level of ability and quality of performance of candidates.

Both institutions subscribe to the policy of equal opportunity and nondiscrimination. The University of Iowa and Korea University shall abide by these principles in the administration of this agreement, and neither institution shall impose criteria for exchanges of scholars or students which would violate the principles of nondiscrimination as expressed in the University of Iowa Human Rights policy. The UI and KU reserve the right to terminate this agreement at any time if violations of this policy are brought to their attention and confirmed.

21. Where applicable, this Agreement will be governed by the laws and jurisdiction of the State of Iowa.

SIGNATURES


for Korea University



 Soonkoo Myoung, Dean
 College of Law

08/05/2018

 Date

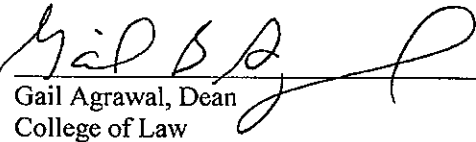


 Dae-Hee Lee, Vice Dean
 College of Law

May 8, 2018

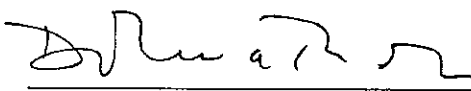
 Date

for the University of Iowa



 Gail Agrawal, Dean
 College of Law

 Date



 Dr. Downing A. Thomas
 Associate Provost and Dean of
 International Programs

9 March 2018

 Date