

COOPERATIVE AGREEMENT
between
SATHYABAMA UNIVERSITY
and the
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

In view of a common commitment to global education, to continue to promote understanding and goodwill, to strengthen cultural ties, and to broaden the experience and horizons of faculty and students, SATHYABAMA UNIVERSITY, (SU), India, and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY (NAU), United States of America, each an "Institution" and collectively the "Institutions", agree to enter into this Cooperative Agreement (Agreement), for the purpose of memorializing their collaborative relationship in providing improved intercultural understanding and enhanced educational opportunities for SU students and faculty in the United States of America and NAU students and faculty in India. Therefore, the Institutions desire to develop these opportunities as follows:

1. Short-Term Academic Program and Program Exploration.

- a) Both SU and NAU will establish a Short-Term Academic Program (Program) where undergraduate students from each Institution may study at the other Institution as described further herein;
- b) Both SU and NAU will explore joint research opportunities between their faculty;
- c) Both SU and NAU will explore hosting faculty from the other institution where SU may host NAU faculty and NAU welcomes SU to submit resumes of faculty interested in participating in the semester or academic year long Scholars Academy program; and
- d) Both SU and NAU will explore the development of a 1+1 master's degree program including but not limited to a Masters of Business Administration program.

2. Short-Term Academic Program.

- a) **Purpose.** Undergraduate students from either Institution may study at the other Institution for one (1) semester or one (1) academic year, which may include the student's final semester of undergraduate study.
- b) **Nominations and Applications.** Students will be nominated for the Program on the basis of merit and other eligibility criteria. Each Institution will forward all required documentation to comply with the other institution's application requirements, procedures, and deadlines. Each Institution must approve accepted applications within thirty (30) days of the application deadline and reserves the right to decline to accept candidates. Late or incomplete applications are subject to rejection and will only be reviewed at the discretion of the reviewing Institution. SU International office shall be responsible for the administration of the Program on behalf of SU and the Center for

International Education (CIE) shall be responsible for the administration of the Program on behalf of NAU.

- c) **Promotional materials.** On an annual basis, each Institution will provide to the other current catalogs, informational brochures, and other appropriate materials to help promote the Program and advise prospective students. These materials may be supplied electronically.
- d) **Tuition and fees.** During the term of this Agreement, NAU agrees to provide SU students with a ten percent (10%) reduction in tuition. Students from either Institution will be responsible for all other charges related to the Program, including without limitation, any special activity fees, laboratory fees, studio fees, health insurance, registration fees, and identity card fees.
- e) **Course selection.** Students will choose their courses from the regular catalog offerings of the Institution for which they are qualified, as appropriate. Either Institution reserves the right to restrict particular course areas and shall communicate such courses to the other Institution annually.
- f) **Grade reports.** Both Institutions will use its best reasonable efforts to forward grade reports for each Program student to the other Institution within four (4) weeks of the end of each semester.
- g) **Admission as a visiting student.** Both Institutions understand that admitting a visiting student from the other Institution does not constitute that student's admission as a degree-seeking student.
- h) **Privileges and activities.** As permitted by applicable laws, policies, and agreements, visiting students will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students of the host Institution on the same basis and at the same additional cost, if any.
- i) **Accommodation and meals.** Each Institution will provide the other Institution with information and applications for suitable student housing and access to available student dining options. Further, SU will provide visiting NAU students with accommodations and meals, at a subsidized cost.
- j) **Health insurance.** All visiting students must provide proof of health insurance for the duration of their visit to the host Institution in accordance with the host Institution's coverage requirements. Such insurance may be purchased from the host Institution or a waiver may be granted for policies provided by the visiting student's government or home Institution if the host Institution's requirements are met.
- k) **Responsibilities of the Institutions.** Both Institutions will provide all documents and forms that visiting students need to obtain proper immigration documents in a timely manner, as well as any information and assistance with immigration procedures. The Institutions will not be responsible for providing any legal advice or representation to visiting students that is not otherwise normally provided to its own students. Both Institutions will also provide visiting students with

- i. orientation about health, safety, cultural adjustment, and course registration;
- ii. assistance for integrating into student life at the host Institution; and
- iii. assistance in emergency situations, including but not limited to family emergency, natural disaster, mental health crises, or serious injury or illness.

3. Separate Agreements.

The management and scholars of both SU and NAU shall collaboratively determine the terms and conditions, arrangements for visits, exchange, and other forms of cooperation in order to establish the details of any topics of exploration described herein according to separate agreements setting forth the limits and obligations of each Institution, signed by representatives endowed with legal capacity to bind the Institutions.

4. Financial arrangements.

Both SU and NAU accept that financial arrangements shall be negotiated in each case and shall be dependent on the availability of funds. The Institutions shall aim to find sources of financial assistance for the activities and exchanges to be undertaken under the terms of this Agreement. No monies or monetary consideration will be exchanged between the Institutions in relation to programs under this Agreement, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from student participation under this Agreement.

The Institutions further recognize that performance of this Agreement by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (Legislature), is beyond the control of NAU, and NAU may cancel this Agreement in writing without further duty or obligation should the Legislature fail to appropriate the necessary funds.

5. Complete Agreement.

This Agreement represents the total and complete agreement of cooperation between the Institutions. The representatives of the institutions, or their authorized substitutes, shall meet frequently at suitable times to evaluate the implementation of the Program and any exploration topics and to decide on changes or additions thereto, which will not be of any force or effect unless in writing and signed by the authorized representatives with legal capacity to bind each Institution.

6. Relationship of institutions.

Each Institution is an independent contractor and is independent of the other Institution. Under no circumstances shall any employees of one Institution be deemed employees of the other Institution for any purpose, nor does this Agreement create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. Neither Institution shall have any right, power, or authority under this Agreement to act as a legal representative of the other Institution, and neither shall have any power to obligate or bind the other for any purpose whatsoever.

SU and NAU are the only parties to this Agreement, are the only parties entitled to enforce its terms, and nothing in this Agreement gives any benefits or rights to third parties or institutions not expressly identified by name herein.

7. Term and Termination.

This Agreement shall come into effect when the authorized representatives of both Institutions have signed it and shall be valid for a period of five (5) years. This Agreement may be renewed upon the mutual written approval of SU and NAU.

This Agreement is subject to revision by mutual consent in writing and may be terminated by mutual consent at any time. Either Institution may withdraw from and terminate this Agreement or the Program for any reason by giving written notice before June 30th of any year of its intention to withdraw from and terminate, effective the beginning of the next academic year. Termination or changes made to this Agreement will only pertain to future cooperation and will in no way affect current visiting students at the time of termination or amendment. Termination will be implemented in such a way as to avoid negatively affecting continuing and recently initiated programs, if any, under this Agreement.

8. Applicable Laws.

The Institutions agree to comply with all applicable state and federal laws, rules, regulations and executive orders of the United States of America governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

9. No damages.

The Institutions will have no claim for any damages that might occur as a result of unexpected, unforeseen events, such as an academic or administrative strike. It is understood that once the unforeseen event has ceased, the Institutions will resume the activities in the manner they were established.

10. Insurance.

Each Institution shall maintain insurance to cover its liability arising from its acts or omissions under this Agreement.

11. Laws of Country.

Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular, section 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply. Copies of these statutes are available from the CIE upon request. In the same manner SU is subject to provisions of the laws of India.

12. Official contacts.

Any notice, request, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given if hand-delivered or if

sent by an international package courier service, postage prepaid, to the applicable address as either Institution may designate by notice to the other Institution as follows:

For SU:

Dr T Sasipraba
Pro Vice Chancellor
Rajiv Gandhi Road
Jeppiaar Nagar
Chennai, India
Phone: +44-24503065/+919840133346
Email: provoc@sathyabamauniversity.ac.in

For NAU:

Daniel Palm
Executive Director
Center for International Education
PO Box 5598
Flagstaff, Arizona 86011
Phone: 1-928-523-2409
Email: Daniel.Palm@nau.edu

This Agreement is agreed upon and signed by both institutions on this 10th day of JULY, 2017.

Sathyabama University



Name: Dr Mariazeena Johnson
Title: Pro Chancellor

**Arizona Board of Regents for and on behalf of
Northern Arizona University**



Dr. Rita Hartung Cheng
President