

AGREEMENT FOR THE COLLABORATIVE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this May 15, 2016, between Arkansas State University – Jonesboro (hereinafter referred to as ASUJ) United States of America and GLA University (hereinafter referred to as GLA), of India, for the purpose of establishing a cooperative program (curriculum articulation and credit transfers) which will develop a range of programs at and between GLA and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and GLA have entered into this Agreement for the purpose of fulfilling a shared desire of the two universities in the areas of internationalization, modernization, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. GLA and ASUJ through friendly consultation based on the principles of reciprocity and mutual benefit have reached the following agreement on educational cooperation to obtain a Master's degree in either Business Administration, Computer Science, or Biotechnology from ASUJ, following the completion of a bachelor's degree program at GLA.

2. TERM

This Agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The Agreement shall be renewed upon the mutual agreement of the parties. The Agreement may be cancelled for cause in the event any obligation of either party is not met by five (5) days' written notice. The Agreement may be cancelled without cause by giving ninety (90) days' notice; however, ASUJ and GLA agree to give an honest and good faith effort to helping registered and enrolled students meet their educational obligations.

3. AGENCY OF THE STATE OF ARKANSAS

All parties recognize and agree that ASUJ is an Agency of the State of Arkansas.

4. COOPERATIVE PROGRAM MODELS

A. The Cooperative programs are to be set with models of 3+Master's which are carried out by curriculum articulation and credit transfers between GLA and ASUJ. The specialty is Bachelor's degree from GLA, with certain pre-requisite courses, and Master in Business Administration, Master of Science in Computer Science, or Master of Science in Biotechnology degree from ASUJ.

B. The Details of the Model

- i. "3+Master's Degree" all years of study in the Bachelor program will occur at GLA, and the years of study for the Master's in Business Administration, Master of Science in Computer Science, or Master of Science in Biotechnology program will occur at ASUJ.
- ii. Students who are going to participate in this program shall be undergraduate students registered at GLA and shall successfully complete certain pre-requisite courses at GLA.
- iii. Students shall have TOEFL IBT 79 or IELTS 6.0 to be eligible for the ASUJ Master degree program. Students who have failed to meet this requirement shall enter and successfully complete the English as a Second Language program before they start the Master degree program.
- iv. Students who wish to participate in the Master of Business Administration program must:
 - a. Have a minimum grade point average (GPA) of 2.75 on a 4.0 scale. The required GPA shall be calculated on the total transferrable hours from the courses taught at GLA;
 - b. Have a minimum GPA of 3.00 on a 4.0 scale for the last sixty (60) hours of undergraduate coursework completed at GLA;
 - c. Have a minimum GMAT score of 480, or a minimum GRE score of 300, with a minimum score of 145 on the Verbal section and a minimum score of 145 on the Quantitative section; and,
 - d. Complete pre-requisite courses with satisfactory grades. The pre-requisite courses include:
 - i. Introduction to Financial Accounting (ACCT 2033);
 - ii. Introduction to Managerial Accounting (ACCT 2133);
 - iii. Business Finance (FIN 3713);
 - iv. Principles of Macroeconomics (ECON 2313);
 - v. Principles of Microeconomics (ECON 2323);
 - vi. Legal Environment of Business (LAW 2023);
 - vii. Business Statistics (ECON 2113); and,
 - viii. Operations Management (CIT 3523).
- v. Students who wish to participate in the Master of Science in Computer Science program must:
 - a. Successfully complete a minimum of eighteen (18) hours in undergraduate Computer Science courses;
 - b. Have a minimum GPA of 3.0 on a 4.0 scale;

- c. Have a minimum GRE score of 290 from the combined Verbal and Quantitative sections;
 - d. Present three (3) letters of reference;
 - e. Present a Statement of Educational Objectives and Career Goals; and,
 - f. Upon acceptance, take the Computer Science Assessment Exam on the Friday preceding the start of their first semester in the program. Depending on the score obtained, a student may be required to successfully complete remediation courses in Computer Science. Such remediation courses shall be taken either as six (6) credit hour accelerated courses in the first semester, or eight (8) credit hours programming courses in the first two (2) semesters, at the discretion of the Computer Science department.
- vi. Students who wish to participate in the Master of Science in Biotechnology must:
- a. Have a minimum GPA of 2.75 on a 4.0 scale in undergraduate science courses;
 - b. Have a minimum GRE combined verbal and quantitative score of 300;
 - c. Present three (3) letters of recommendation; and,
 - d. Present a Personal Statement of Career Goals.

5. OBLIGATIONS OF GLA

GLA shall meet the following obligations:

- A. GLA will be responsible for promoting the program and enrolling students at GLA.
- B. GLA will be responsible for management of students at GLA.
- C. GLA will be responsible for managing its facilities (including classrooms, computer labs, workshops, language labs, libraries, physical education places and students' dormitories).
- D. GLA will be responsible for the delivery of courses for the completion of the Bachelor's program.
- E. GLA will be responsible for the management and teaching quality control at GLA.
- F. GLA will be responsible for issuing GLA diplomas to those students who have passed all the required exams, and bachelor's degrees to those satisfy all the requirements of the Bachelor's Degree program.
- G. GLA will be responsible for transferring the approved courses credits for the admitted students.

6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ will be responsible for receiving the approved courses credits for the admitted students.

- B. ASUJ will be responsible for the delivery of courses for the Master in Business Administration, Master of Science in Computer Science, and Master of Science in Biotechnology programs.
- C. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- D. ASUJ will be responsible for the teaching quality control and management of the program at ASUJ.
- E. ASUJ will be responsible for issuing ASUJ Master in Business Administration, Master of Science in Computer Science, and Master of Science in Biotechnology, as applicable, to all students who have completed successfully the entire program and satisfy all the requirements of ASUJ.

7. IMPLEMENTATION

- A. Each party shall obtain the written consent to use the name and/or logo of the other party, in advance and prior to each use, in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and supports for academic exchange and staff visit at an appropriate time. Either party shall undertake their own travel and expenses in relation to visit another party.

8. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

9. TERMINATION

- A. Without prejudice to any other remedies that either party hereto may have against the other including the right to claim adequate compensation or the ratification of any breach committed by one party to the other party, each party shall have the right at any time by giving notice in writing to the other party to forthwith terminate this Agreement in any of the following events:
- i. If either party hereto shall commit or allow to be committed a breach of any of the conditions contained herein provided always that in the case of a breach capable of being corrected such right of termination shall not be exercised unless the party hereto that is in breach of this Agreement shall have not remedied the breach to the absolute satisfaction of the other party within thirty (30) days after the other party has served notice in writing on the party in breach setting out the breach and requiring the party in breach to remedy the same.
 - ii. If either party enters into liquidation or bankruptcy proceedings whether compulsory or voluntarily for whatever reason or cause.
 - iii. If any act constituting a force majeure event, as defined in this Agreement, prevents the performance of the responsibilities agreed to herein for more than thirty (30) days.
- B. Either party, for whatever reason, may terminate the Agreement with ninety (90) days' notice to the other, with or without cause and subject to continuing the processing of any applicants or students who may be in the "enrollment pipeline". The enrollment pipeline shall be defined as any student admitted to ASUJ within the ninety (90) day period after termination.
- C. In the event of termination, every effort will be made to accommodate currently enrolled students in the best possible manner. GLA and ASUJ will proactively cooperate to facilitate this. Students will be managed as follows:
- i. FUTURE STUDENTS: All recruitment for future enrollments will cease.
 - ii. ENROLLED STUDENTS AWAITING THE START OF THEIR PROGRAM: Students who have enrolled but not actually started their studies will be informed of the termination and allowed to decide, without penalty, whether or not they want to pursue a single GLA degree qualification.
 - iii. STUDENTS WHO HAVE COMMENCED THEIR STUDIES: For students who have commenced their studies there will be a "teach out" with students being allowed to finish their program of study as promised. Students will be allowed to enroll in the next scheduled class for the courses they are required to complete.

10. RELATIONSHIP

The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between GLA and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. This Agreement may be translated into language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the Agreement shall control in the event of any conflict. No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this Agreement without first obtaining the written consent of the other party.

12. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

13. NOTICE

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, facsimile or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A.:

Dr. Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
Office of the Provost
P.O. Box 179
State University, Arkansas 72467
United States of America

To GLA University (GLA):

Dr. Anup Kumar Gupta,
Director
17 KM Stone, NH-2, Mathura-Delhi Road, P.L.O. Chaumuhan,
281405 UP, India

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

14. SUCCESSORS

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

15. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

17. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

18. COMPLIANCE WITH LAWS, STATUES, TREATIES, RULES AND REGULATIONS

All parties agree to comply with all laws, statues, treaties, rules, and regulation governing the provisions of this Agreement. Such compliance shall include, but shall not be limited to:

A. FERPA Compliance

GLA is a designated school official with a legitimate educational interest in storing, accessing, and transmitting to ASUJ only the educational records of those students enrolled in a Degree Program deemed to be students, as defined in the Family Educational Rights and Privacy Act, of ASUJ.

B. Compliance with Anti-Kickback Legislation

Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58)

- By agreeing to this Agreement the parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or GLA for the purpose of obtaining this or any other agreement, purchase order or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it

unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

- C. Compliance with Export Control Laws
Each Party shall be responsible for adhering to all applicable international and domestic import/export control laws.

19. MISCELLANEOUS PROVISIONS

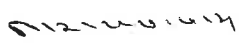
A. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principle. Regarding matters or issues that may occur during the program implementation, all of them should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute occurs in the course of the program implantation between ASUJ and GLA, both parties agree to put forth a good faith effort to resolve all differences in a friendly manner. In the event that any doubt, difference, dispute, controversy or claim arising out of or relating to this Agreement arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligation or liabilities of either party hereto or on the operation, breach, termination or validity of this Agreement cannot be settled within a period of ninety (90) days from the date it arose by discussion, such doubt, difference, dispute, controversy or claim shall be settled in the courts of the State of Arkansas, provided that in the event any cause of action is brought against ASUJ, the parties agree that the Arkansas State Claims Commission has exclusive jurisdiction over such a claim and that venue properly resides solely therein.

- B. This Agreement will take effect upon the signature of both parties.
- C. The Agreement will have two original copies. Each party shall retain one original copy.

The parties hereby sign this Agreement for the Collaborative Delivery of Academic Programs by their duly authorized officers as of the date and year above stated.

For GLA University



Narayan Das Agrawal,
Chancellor

Date

2 July 2016

For Arkansas State University – Jonesboro



Dr. Tim Hudson
Chancellor

Date

7 June 2016