

## AGREEMENT

Between  
Missouri State University  
And  
Santosh Deemed to be University

This Agreement is made and entered into between and by the following parties:

Santosh Deemed to be University (SU), a university in India, with its legal address at 1 Sector 12, Santosh Nagar, Pratap Vihar, Ghaziabad, Uttar Pradesh 201009 and Missouri State University (MSU) a public university in the United States of America, with its legal address at 901 South National Avenue, Springfield, Missouri, 65897, United States of America.

### RECITALS

Whereas, MSU and SU desire to offer programs including, but not limited to joint educational programs, joint research and cultural opportunities for students from both universities, and have agreed to offer such programs on the terms and conditions herein, the parties agree as follows:

#### I. PURPOSE AND TRAINING OBJECTIVES OF THE PROGRAMS

**ARTICLE 1** The purpose of the mutual association is to conduct educational and cultural exchanges between the two universities and promote understanding and friendship between the two countries with a goal of producing qualified professionals with the requisite knowledge and skills suitable for society.

#### II. JOINT EDUCATIONAL PROGRAMS

**ARTICLE 2** Undergraduate Student Programs

**2.1** SU will assist excellent undergraduate students who desire to study at MSU and MSU will assist excellent students who wish to study at SU. In this program, SU students may attend MSU to take undergraduate courses either as non-degree seeking students, to include semester and year-long programs at MSU, degree completion programs, and accelerated undergraduate to graduate degree programs. MSU students are eligible to participate in SU undergraduate courses.

**2.2** All SU students entering this program must be proficient in English, with determination made by MSU prior to acceptance into the program. Students may establish their English proficiency by the TOEFL iBT (a minimum score of 61 is required), the IELTS (a minimum score of 5.5 is required), or successful completion of Level 5 in the English Language Institute. SU students must request that original copies of their TOEFL iBT scores be sent to MSU directly



- 2.3 SU students entering this program must meet MSU's admission requirements. MSU has sole discretion to make admissions, dismissal, and enrollment decisions. MSU students entering SU's program must meet all SU admission requirements.
- 2.4 SU students shall be responsible for paying all tuition and fees as well as their living expenses while at MSU. SU students shall comply with MSU's policies, instructions, and requirements, including medical insurance. MSU students attending SU will be responsible for all expenses associated with study at SU.
- 2.5 SU shall accept transfer of coursework completed at MSU in awarding the bachelor's degree. MSU shall provide a complete record of the academic work performed by the student to SU. MSU shall accept transfer of coursework completed at SU when a complete transcript is provided by SU.

### ARTICLE 3 Graduate Student Program

- 3.1 In this program, SU students may attend MSU to take graduate courses either as non-degree seeking students or degree seeking students. MSU students may attend SU to take graduate courses.
- 3.2 SU students shall be responsible for paying all tuition and fees as well as their living expenses while at MSU. SU students shall comply with MSU's policies, instructions, and requirements including medical insurance. MSU students attending SU will be responsible for all expenses associated with study at SU.
- 3.3 SU graduate students who apply for, and are accepted into, an MSU graduate program, will be eligible to earn a MSU master's degree. For those students also seeking a SU master's degree, MSU shall provide a complete record of the academic work performed by the student at MSU to SU. SU shall accept transfer coursework completed at MSU in awarding their master's degree. MSU graduate students may likewise be accepted into a SU graduate program.
- 3.4 All SU students entering this program must be proficient in English, which determination shall be made by MSU prior to acceptance into the program. Students can establish their English proficiency by the TOEFL iBT (a minimum score of 79 is required), the IELTS (a minimum score of 6.0 is required), or successful completion of the English for Academic Purpose Graduate Capstone in the English Language Institute. SU students must request that original copies of their TOEFL iBT scores be sent to MSU directly from the Educational Testing Service and that original copies of their IELTS scores be sent to MSU directly from an IELTS center.
- 3.5 All SU students entering this program must have obtained satisfactory scores on the Graduate Record Examination (GRE) or Graduate Management Admission Test (GMAT), which determination shall be made by MSU prior to acceptance into the





program. Additionally, all SU students entering this program must meet the admission requirements for the graduate program to which they seek admission. MSU has sole discretion to make admissions, dismissal, and enrollment decisions. MSU students entering SU programs must meet all SU admission requirements.

#### **ARTICLE 4** International Partners Program

SU students and alumni who enroll in any of the joint educational programs referenced in Articles 2 and 3 of this agreement will receive the International Partners Scholarship. Tuition and fees, to include student health insurance, will be charged to the student's account after enrollment at MSU for students physically present in the U.S. during the period of enrollment.

#### **ARTICLE 5** English Language Institute

MSU's English Language Institute (ELI) is fully accredited by the Commission on English Language Program Accreditation (CEA). Students wanting to improve their English language proficiency or students needing to improve their English language skills to apply for full admission to MSU may enroll in ELI. SU students who attend ELI qualify for the ELI Partners Scholarship, which provides a \$250 reduction of ELI tuition per session. Students do not need to complete a standardized English test to enroll in ELI. The ELI English for Academic Purposes program offers five 8-week sessions per year. Start dates generally occur in August, October, January, March and June.

#### **ARTICLE 6** International Leadership and Training Center/Special Programs

The Missouri State University International Leadership and Training Center (ILTC) provides customized, non-credit training programs for international students and professionals. The core of ILTC programming involves developing and presenting topic-specific training programs, either in Missouri or abroad. The four areas of specialty for ILTC training programs include agriculture, biotechnology, entrepreneurship, and health care. Each program is designed to provide a balance of academic, practical and cultural experience for participants.

SU is encouraged to request special programs for groups of their students, faculty or alumni to come to the MSU campus. In most cases, special programs are designed for a minimum of ten (10) participants. MSU will evaluate each request and reply as quickly as possible with program details, including the cost and description of accommodations and cultural activities. Additionally, weekend trips to local attractions can be included in the program if requested. SU is encouraged to provide similar programs for MSU students.

### **III. TERM AND TERMINATION**

**ARTICLE 7** This Agreement shall remain in effect from the date of execution for a period of five (5) years. The Agreement may be extended or renewed for



additional periods of time with the mutual written consent of the parties, subject to such terms and conditions as the parties shall determine.

**ARTICLE 8** Either party may terminate this Agreement by providing written notification at least six (6) months in advance; provided however, that such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their coursework.

**ARTICLE 9** If the termination is for the other party's non-compliance with any material term of this Agreement, the party desiring to terminate will contact the other party in writing, and such party shall have thirty (30) days to correct the situation (cure period). If the situation is not corrected after the thirty (30) day cure period such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their coursework.

**ARTICLE 10** Either party may immediately terminate this Agreement in the event that there is a change in law, regulation or policy that results in a material adverse impact on its programs.

#### IV. FORCE MAJEURE

**ARTICLE 11** If, as a result of an act of force majeure, including without limitation, and act of nature, war, riot, labor dispute strike, threat thereof, intervention of a government agency or instrumentality, or other occurrence beyond the reasonable control of either party, a party is hindered in performing its obligations hereunder, or is thereby rendered unable to perform its obligation hereunder, then, in such event, such party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend performance until the event of force majeure has passed. In the event that either party is unable to perform for a period in excess of two (2) months at any time after the commencement date of this Agreement due to an act of force majeure, the other party, at its option, may terminate the Agreement.

#### V. COMPLIANCE

**ARTICLE 12** The parties agree to comply with all applicable laws, regulations, and policies. Such applicable laws shall include but not be limited to the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-1, *et seq.* SU further agrees to indemnify and hold harmless MSU and MSU's employees, officers, and directors from any and all criminal or civil liabilities or fines incurred or threatened (as well as attorneys' fees and court costs related thereto) directly or indirectly related to SU's failure to comply with applicable laws, regulations and policies (including but not limited to the FCPA).





**ARTICLE 13** SU further agrees to participate in such legal, compliance, and/or best practices training and/or monitoring as MSU in its discretion requires to ensure compliance with all applicable laws, regulations, and policies (including, but not limited to the FCPA) or for any other reason.

## VI. MISCELLANEOUS

**ARTICLE 14** The provisions of this Agreement are expressly limited to the relationship between SU and MSU with respect to the educational undertaking herein described. Nothing herein shall prevent either SU or MSU from embarking upon other or additional programs so long as the performance of other contracts does not affect the respective party's performance hereunder. This Agreement does not discourage continued discussion between the parties to look at other programs in the future, which would have mutual benefit.

**14.1** The parties will seek to develop cooperative cultural, teaching, and research opportunities for students and faculty.

**14.2** The parties will engage in further discussions about the specific details of the proposed items in this Agreement. Any additional agreements reached will be subject to the approval of the governing bodies of each party.

**ARTICLE 15** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, State of Missouri.

**ARTICLE 16** The parties are independent contractors of one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter.

**ARTICLE 17** Except as otherwise expressly authorized in writing by MSU, SU shall do business in its own name and shall not trade upon the name or credit of the other. All brochures, advertisements or other solicitations for the programs must be submitted for written approval in advance by the other party. This Agreement confers no rights to use the logos, marks and likeness of the other party in any advertising except as authorized by MSU in writing in accordance with the provisions of this paragraph.

**ARTICLE 18** MSU and SU shall not discriminate against any person on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status in the performance of this Agreement.

**ARTICLE 19** Neither party shall assign this Agreement or assign or delegate any of its obligations under this Agreement to any third party without the other party's prior written consent.



**ARTICLE 20** This Agreement constitutes the entire agreement among the parties with respect to the subject matter contemplated herein. No amendment, change, waiver, or discharge hereof shall be valid unless it is in writing and executed by the party against whom such amendment, change, waiver, or discharge is sought to be enforced.

**ARTICLE 21** Any notice required or permitted under the provisions of this Agreement, including any notice of termination, shall be effective when communicated to:

If to MSU, to: **Office of International Programs**

Attention: Brad Bodenhausen

Email: BradBodenhausen@MissouriState.edu

Telephone: +1 (417) 836-3292

If to SU, to: **Office of the Registrar**

Attention: Dr. V.P. Gupta

Email: Santosh@SantoshUniversity.com

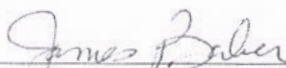
Telephone: 0120-493-3350

**ARTICLE 22** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall endeavor to amend such provision so that the intention thereof can be carried out to the extent legally possible.

**ARTICLE 23** This Agreement shall become effective as of the date of the approval by the competent authorities for educational affairs at SU and by the Board of Governors of Missouri State University ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written below.

**For the Board of Governors of  
Missouri State University**

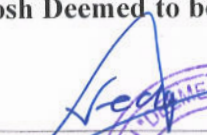
  
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Dr. James P. Baker

Vice President for Research, Economic  
Development and International Programs

Date: 8-2-21

**Santosh Deemed to be University**

  
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Dr. V.P. Gupta  
Registrar



Date: 26-08-2021