



AGREEMENT OF ACADEMIC COOPERATION BETWEEN
VISVESVARAYA TECHNOLOGICAL UNIVERSITY BELAGAVI
AND
SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA
AND
KARNATAKA STATE HIGHER EDUCATION COUNCIL
WITNESSETH

Cross-cultural understanding increases international academic and cultural immersion experiences. Institutions of Higher Education are fundamental in providing opportunities for such experiences. Visvesvaraya Technological University (VTU), Belagavi located in the state of Karnataka, India and Karnataka State Higher Education Council (KSHEC), Bangalore and Shippensburg University (SU), Shippensburg, Pennsylvania, USA have agreed to establish cooperative relations and develop academic interchange through mutual assistance in the areas of Teaching and Research and hereby resolve to cooperate in the development of mutually beneficial programs, subject to terms and conditions contained herein.

The Participating Institutions shall Endeavor to Promote Collaboration through a broad range of Strategies and Plans. This agreement shall also promote International Understanding, Dissemination of Learning and Strengthening of cultural ties of Students, Faculty and Institutions.

NOW THEREFORE, each party intends to be legally bound, relying on the respective representation of each party, for good and valuable considerations, both entities hereby agree to the following academic affiliation:

1. Definitions

- a. For the purpose of this Agreement, the party sending students or faculty shall be referred to as the "Home Institution".
- b. For the purpose of this Agreement, the party receiving students or faculty shall be referred to as the "Host Institution".
- c. For the purpose of this Agreement, "Participating Students" refer to the students referenced within the Agreement between the Institutions.

2. General Provisions

- a. Both parties agree to abide by the rules and regulations of their respective States and Nations.

- b. The provisions set forth in this Agreement are intended to provide overall guidelines and with the exceptions set forth regarding Medical/Health Insurance, all other provisions may be adjusted in writing to accommodate special situations or circumstances as long as these adjustments are in writing and meet the approval of the President of Shippensburg University, the Legal Department that represents Shippensburg University, as well as the Vice Chancellor, Visvesvaraya Technological University and their Legal team.
- c. The Official Agreement shall be in effect for a period of five years from the date of execution. Modifications to this Agreement must be submitted in writing no later than six (6) months prior to the beginning of the next scheduled period of exchange. Any modifications to this Agreement may be made only by mutual, written assent by both Institutions and with the same level of formality as this Agreement.
- d. Each Institution agrees to appoint a Program Director to ensure that the terms of this Agreement are carried out. This Program Director will serve as the contact person on his/her campus, being responsible for arrangements associated with programming, ensuring that necessary approvals are in place and the general welfare of the students are supported.
- e. In the event of study abroad student exchanges and /or short term on campus residential workshops/courses, all participating students will be regarded as the students of the Host Institution and will be subject to the rules and regulations of the Host Institution including compliance with all Laws of the Host Country. In case of suspension from the Host Institution, as a result of a disciplinary or academic action, the determination of the Host Institution regarding the student status shall be binding. In addition, the student may face additional hearing/proceedings/ramifications at the Home Institution as well.
- f. Shippensburg University, the Shippensburg University Program Directors and Visvesvaraya Technological University are not legally responsible for activities undertaken by students outside the academic scope of any program.
- g. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death or persons or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the Sovereign immunity of the commonwealth or of the State System of Higher Education or Shippensburg University.

- i. Either party may terminate this Agreement for any reason with three months notice. Either party may terminate this Agreement immediately in the event of a substantial breach. However, should the Agreement terminate prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it has been concluded absent the termination.
- j. Non-discrimination: The parties acknowledge their obligations to follow their respective anti-discrimination laws and to continue their respective policies of non-discrimination.
- k. Reporting of Sexual Violence and Sexual Harassment: The Host Institution shall report any incident in which a participating student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the Shippensburg University Title IX Coordinator, Stephanie Jirard sajirad@ship.edu and The Chairperson, Women's Cell, Visvesvaraya Technological University (email: vtuicc@vtu.ac.in). Both parties agree to cooperate in any investigation of allegations of discrimination, harassment, sexual assault, domestic violence, stalking or sexual harassment that is conducted by the other party by providing any such details, information, access to information as may be required from time to time by the other party for the purposes of conducting such investigation.
- l. There shall be a planning and progress monitoring committee with Shippensburg University, Pennsylvania, USA and Visvesvaraya Technological University (VTU), Belagavi involving Karnataka State Higher Education Council, Bengaluru.

3. Modes of Collaboration

- a. Areas of Initial Concentration: Shippensburg University and Visvesvaraya Technological University agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of first steps, initial activities should include, but are not limited to:
 - i. Collaborative Research in areas like Computer Mediated Communication (Problem solving, Decision making, Social Identity and Impression formation)
 - Ship's Resource : Jamonn Campbell
 - Identified Faculty at VTU : Dr R H Goudar, Associate Professor, Dept of CSE, VTU Belagavi (E: rhgoudar.vtu@gmail.com/rhgoudar@vtu.ac.in)
 - ii. Professional Development Webinars or in-person workshops on Instructional Technology, Pedagogy or Educational Leadership.
 - iii. Webinars, in-person workshops, Certificate Courses or Summer Programs for Students, Joint Conferences.
 - iv. Collaborative Research Activities of Undergraduate and Postgraduate Students in any discipline, including the opportunity for faculty exchanges for sabbatical leaves or short-term visits and Student Exchange Programs.

- v. Grant Programs for Student Research.
- vi. Summer Undergraduate Research Experience (SURE).
- vii. Academic workshops, Course Offerings and research designed to enhance skills and knowledge of Faculty and Students of M.Tech/MS Programs in cyber security studies, Computer Science Engineering, Computer Network Engineering, Computer Engineering or Software Engineering.
- viii. MBA Programs with Specialization in Business Analytics, Healthcare Management, MIS, Supply Chain.
- ix. To Design and Develop New Courses in Latest Technologies to Meet the Societal Demands.
- x. Develop Protocols for IPR, resulting from Joint Collaborative Research.

- b. Areas of Future Collaborations: Future Collaborations can be decided later based on need to meet the Societal Demands.

4. Program Fees and Marketing

- a. No Costs are incurred by either party in signing this Agreement. Costs and deliverables are program-dependent and will be mutually agreed to during program development. However, if any such monetary consideration arises :
 - i. It is hereby agreed by the parties that if any financial commitment arises, a written notice would be served on the parties and only on acceptance by the other party, the parties shall proceed further and each party shall be responsible for any tax liability if any it incurs due to the performance of its duties under the agreement and payments received under this agreement by them, if any.
 - ii. The university shall obtain concurrence of the Financial Committee if any monetary and financial commitment arises between the parties.
 - iii. Each party shall be responsible for any tax liability if any it incurs due to the performance of its duties and payments received under this agreement by them.
- b. To the extent feasible, India and PA hosts are expected to provide accommodations, meals and in-country transportation for Visiting Faculty, Staff and Program Directors.
- c. Home and Host Institutions Shall work together to attract high quality participants to the Host Institution's programs by allowing the Home Institution to include the Host Institution in its list of Partnerships. The Home Institution shall actively promote the Host Institution to Eligible Students and Faculty.
- d. Both the Host and Home institution shall mutually agree and prescribe the fees to the participating students for the courses, Programmes, workshops, webinars or conference etc conducted in furtherance to this agreement.

- e. Students participating in short-term programs or courses shall bear responsibility for all program Fees payable to their Home and Host Institution.
- f. The Home Institution shall not be responsible for any legal action taken by participating students for deficiency of services for the courses, programmes, workshops, webinars or conferences etc. conducted by the Host Institution.
- g. Either party shall comply with the laws and regulations of the United States and India or any conflict of laws, India laws would prevail over the laws of United States.

VTU Program Director Details (Contact Person)

Dr R H Goudar,
Associate Professor,
Department of Computer Science and Engineering,
Visvesvaraya Technological University, Belagavi-590018.
Email: rhgoudar.vtu@gmail.com / rhgoudar@vtu.ac.in

5. Signatures



Dr. Laurie A Carter
President, Shippensburg University

11/10/2020

Date

Shippensburg, PA

Location



Dr. Tom Ormond
Provost, Shippensburg University

11/11/2020

Date

Shippensburg, PA

Location

Approved as to form and legality:



Mr. Michael Ferguson
University Legal Counsel, PASSHE

11/11/2020

Date

Harrisburg, PA

Location

Prof. Karisiddappa
Hon'ble Vice Chancellor, Visvesvaraya
Technological University, Belagavi

Date

Location

Dr. Gopalkrishna Joshi
Executive Director, Karnataka State
Higher Education Council

Date

Location