



Saint Peter's
UNIVERSITY



CHITKARA
UNIVERSITY

Saint Peter's University

3+1+1

2+2

Chitkara University

Parties

Saint Peter's University (SPU)

2641 John F. Kennedy Boulevard
Jersey City, NJ 07306
United States of America
www.saintpeters.edu

Chitkara University

Chandigarh-Patiala National Highway
Punjab 140 401

Background

The parties have agreed to establish a program of student articulation, the aim of which is to provide a pathway for CHITKARA students into SPU undergraduate courses and undergraduate and graduate studies.

This Agreement sets out the terms and conditions agreed between the parties in relation to the program.

Agreement

1. Definitions and Interpretation

Definitions

In this Agreement:

SPU Courses means the SPU courses offered in the Undergraduate and Graduate technology, computer science, data science, cybersecurity and liberal arts.

SPU Units mean the units of the SPU courses, which is three (3) credits per course. Program means the program of student articulation established by this Agreement.

Interpretation

In this Agreement, unless the context requires otherwise, a reference to:

- a) this Agreement includes any attachments;

- b) a document or agreement, including this Agreement includes a reference to that document or agreement as novated, altered or replaced from time to time.
- (d) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
- (e) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
- (f) the word 'include' or 'including' is to be interpreted without limitation;
- (g) the singular includes the plural and the plural includes the singular; and
- (h) a gender includes all genders.

This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

2. Term

This Agreement will commence on the commencement date of signing by CHITKARA University. Saint Peter's University will sign the agreement prior to CHITKARA University. The expiration date will be five (5) years after the CHITKARA signing date.

This Agreement may be extended by mutual consent evidenced in writing and signed by both parties.

3. The Program

3+1+1

CHITKARA students will be eligible to enroll in the SPU course under the program if minimum requirements are met.

Proof of English proficiency must be proven by submitting one of the following:
TOEFL 79, IELTS 6.5, Pearson PTE Academic 53.

CHITKARA students will spend their first 3 years at CHITKARA. In year 4, students enroll at SPU taking courses that align with their majors. CHITKARA will approve these courses taken, allowing them to transfer back to CHITKARA to graduate with the CHITKARA Bachelor's.

CHITKARA grants the Bachelor's degree. Students can then apply for the +1 Masters portion of the program in MS Data Science (36 credits), MS Marketing Science (36 credits) , MS Cyber Security (30 credits), or MBA (48 credits).

Note that in the table below UG = undergraduate courses and G = graduate courses.

Academic Year	Year 1	Year 2	Year 3	Year 4	Year 5+
Campus	CHITKARA	CHITKARA	CHITKARA	SPU	SPU
Courses & Credits	CHITKARA Courses (UG)	CHITKARA Courses (UG)	CHITKARA Courses (UG)	SPU UG/G courses to transfer back to CHITKARA	Master's Degree Courses

2+2

Chitkara students will be able to transfer in after completion of the first 2 years of their program.

Academic Year	Year 1	Year 2	Year 3	Year 4	Year 5+ (optional)
Campus	Chitkara	Chitkara	SPU	SPU	SPU
Courses & Credits	Chitkara courses (UG)	Chitkara courses (UG)	SPU courses (UG)	SPU courses (UG/G)	Master's Degree Courses (G)

4. Academic Year

The parties acknowledge that:

- SPU's academic year runs from the end of August in one year to the middle of May in the following year and is divided into two (2) semesters.
- CHITKARA's academic year runs from September 1, of one year to August 31, of the following year and is divided into two semesters.

5. CHITKARA Responsibilities

CHITKARA is responsible for:

- ensuring that the Program complies with its legislation, policies, procedures and course rules; and
- Obtaining and maintaining all necessary approvals from the relevant authorities for the SPU courses to be offered at the CHITKARA campus.

CHITKARA will:

- work with SPU to promote the Program to CHITKARA students;

- d) distribute promotional material, course information and application forms to students or prospective students who may wish to enroll in the Program;
- e) advise students on how to obtain information on United States visas and other documentation required to permit students to travel to SP for study;
- f) advise students on SP English language requirements and how to undergo IELTS testing (if required); and
- g) ensure students are aware of each of the matters in Section 7.

CHITKARA will, with the consent of the relevant students, provide to SPU all academic results of students who have enrolled in the CHITKARA Courses and who wish to apply to the SPU Programs.

6. **SPU Responsibilities**

SPU is responsible for:

- a) ensuring that the Program complies with its legislation, policies, procedures and course rules;
- b) assessing the CHITKARA courses to determine the number of credits to be provided towards the SPU course under the Program.

SPU undertakes to accept the enrollment of students from CHITKARA in the SPU course where such students satisfy the academic admission requirements.

SPU will:

- c) work with CHITKARA to promote the Program to CHITKARA students;
- d) provide CHITKARA with current information regarding the SPU courses and Programs of study at SPU;
- e) assist CHITKARA in advising students on how to obtain information on United States visas and other documentation required to permit students to travel to SPU for study;
- f) assist CHITKARA in advising students on SPU English language requirements and how to undergo English testing (if required);
- g) ensure that adequate arrangements are made for the reception and orientation of students studying at SPU under the Program;
- h) where possible, assist in the arrangement of accommodation for students studying at SPU under the Program.
- i) Provide scholarships

7. **Student Responsibilities**

Students studying the SPU course at SPU under the Program must:

- a) be genuine in their intent to study at SPU;
- b) abide by the conditions of their visa;
- c) pay SPU's tuition and other required fees;
- d) abide by the legislation, policies and procedures of SPU;
- e) obtain a passport and visa at their own cost to enable them to enter the United States and study at SPU;

- f) have adequate health insurance coverage for the period of their stay in the United States; and
- g) meet the costs of:
 - i. travel to SPU;
 - ii. accommodation and living costs;
 - iii. travel insurance;
 - iv. textbooks;
 - v. clothing and personal expenses;
 - vi. club memberships, use of specialist sporting facilities, social outings, etc.

8. Promotional Material

All promotional material to be distributed by CHITKARA must be approved by SPU in writing prior to distribution.

CHITKARA will provide a copy of proposed advertisements and promotional publications to SPU for review prior to any publication. SPU shall have the right to make amendments to any proposed advertisement or promotional publications and CHITKARA will make the necessary amendment as requested. SPU must indicate approval or otherwise to CHITKARA within twenty- one days of receipt of material from CHITKARA.

9. Administration, Assessment, and Review

Each party will appoint a representative to administer the operation of this Agreement.

The parties must inform each other of any actual or planned changes to the prerequisites for entry into their respective courses and/or to the curricula of those courses which might impact the arrangements set out in this Agreement. Where the changes are deemed to be significant, the acceptance of further students into the CHITKARA Course or the SPU Course under the Program may be suspended until any new arrangements required by such changes are negotiated.

10. Regulatory and Legislative Compliance

As a provider of education and training courses to domestic and international students, it is SPU's responsibility to meet the requirements as set out in the Education Services for Overseas Students Act 2000 (ESOS Act 2000) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students. CHITKARA agrees to comply with the requirements of the ESOS Act 2000.

11. Prohibitions

The parties will not:

- a) participate in false or misleading advertising or promotional practices about the other party;
- b) use, or permit any person or entity to use the name or logo (or any variation of the name or logo) of the other party without first obtaining prior written consent;
- c) offer to students any guarantee of admission or make any representations about the other party;
- d) make any false or misleading comparisons with other education providers and their courses;

- e) make any inaccurate claims of association with other education providers; or
- f) give inaccurate information to prospective students about fees and charges payable.

12. Confidentiality

For the purposes of Sections **12** and **13**, Confidential Information means any information designated by a party and communicated as confidential, and any information which the receiving party knows or ought to know is confidential, provided that no information shall be regarded as confidential if:

- a) it is or becomes public knowledge other than by breach of this Agreement;
- b) it is received by a party from a third party where the recipient has no reason to believe that there has been a breach of any obligation of confidentiality owed to the discloser; or
- c) it is agreed in writing by the parties to no longer constitute Confidential Information.

Each party agrees to maintain the confidentiality of the Confidential Information of the other party and will not, without prior written consent, use or disclose or otherwise make available this information in any form to any person, except to the extent that a party may be required to do so by law. This provision will survive the termination or expiry of this Agreement.

13. Intellectual Property

Any and all research, consultancy, teaching and study materials shared by the parties in performance of this Agreement will remain the property of the party holding the original copyright of the material. All such material will be treated as Confidential Information and not for public circulation unless specifically agreed otherwise by the parties. This provision will survive the termination or expiry of this Agreement.

14. Legal Relationship

This Agreement does not create any relationship between the parties in the nature of a partnership, principal and agent, joint venture or fiduciary and neither party can commit the other financially or otherwise to third parties.

15. Privacy

CHITKARA will comply with, and will ensure that its employees and agents comply with, the provisions of:

- a) the Privacy and Data Protection Act 2014 and its Information Privacy Principles;
- b) the Health Records Act 2001 and its Health Privacy Principles; and
- c) any applicable code of practice,

with respect to any act done, or practice engaged in, by CHITKARA for the purposes of this Agreement in the same way and to the same extent as if the act or practice had been directly done or engaged in by SPU.

16. Dispute Resolution

If a dispute arises between the parties in relation to this Agreement the parties will, acting reasonably and in good faith, do their best to resolve the dispute through negotiation.

If a dispute cannot be resolved through negotiation either party may refer the dispute for determination by an independent expert. The decision of the expert shall be final and binding on the parties. The cost of the expert shall be borne by the parties equally.

17. Termination

Either party may terminate this Agreement by providing at least three months written notice to the other party.

Either party may terminate this Agreement immediately if the other party:

- a) ceases to be accredited as an education provider;
- b) is no longer able to provide their relevant course;
- c) commits a material breach of this Agreement which is unable to be rectified;
- d) fails to rectify a breach of this Agreement within 14 days of receiving a written notice specifying the breach to be rectified.

If this Agreement is terminated, the parties will cooperate to allow any student who has been accepted into the SPU Program to complete it under the terms of this Agreement.

18. Notices

A notice, demand, consent or other communication given to a party under this Agreement is only effective if it is in writing and sent in one of the following ways:

- a) delivered or sent by prepaid post to that party at its address and marked to the attention of the officer.
- b) faxed to that party at its fax number and marked to the attention of the officer.
- c) emailed
- d) The Officer contact information for SPU is:

Mr. Jeffery Handler
Vice President for Enrollment & Marketing
Email: jhandler@saintpeters.edu
Phone: +1 201-761-7107
Fax: +1 201-761-7105

- e) The Officer contact information for CHITKARA is:

Sangeet Jaura
Pro Vice Chancellor

Email: sangeet.jaura@chitkara.edu.in
Mobile: +91.9876047895

A notice given for any purpose under this Agreement is taken to be received:

- f) if hand delivered, on delivery;
- g) if sent by prepaid post, three (or in the case of a Notice sent to another country, nine) business days after the date of posting;
- h) if sent by fax, when the sender's fax system generates a message confirming successful transmission of the total number of pages of the Notice.

If any Notice is given on a day that is not a business day or after 5.00pm on a business day, in the place of business of the receiving party, it is to be treated as having been given at the beginning of the next business day.

If a party gives the other party three business days' notice of a change of its address or fax number, a Notice is only effective if it is given to that party at the latest address or fax number.

19. **Miscellaneous**

This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

Variation

This Agreement may only be altered or varied in writing signed by each of the parties.

Waiver

A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.

The fact that a party fails to do or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

Assignments and Transfers

A party must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

Severability

Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.

Costs

Except as otherwise set out in this Agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

Execution of Separate Documents

This Agreement is properly executed when:

- a) each party has executed this document; or
- b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties including by mail, facsimile transmission or electronically.

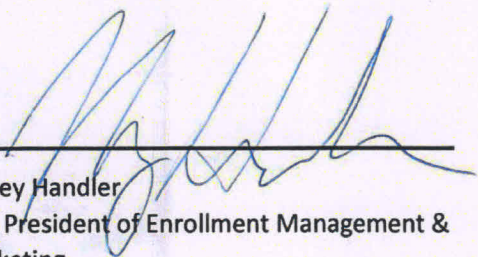
If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

Governing Law

This Agreement is governed by the laws of the United States in the state of New Jersey and the parties submit to the non-exclusive jurisdiction of the courts of the state of New Jersey.

Executed as an agreement.

x


Jeffrey Handler
Vice President of Enrollment Management &
Marketing

Saint Peter's University
2641 John. F Kennedy Boulevard
Jersey City, NJ 07306 USA

Date:

9/23/19

x


Sangeet Jaura
Pro Vice Chancellor
Office of International Affairs

SCO 160-161
Sector 9 C, Chandigarh – 160009
India

Date: