

**MASTER AGREEMENT
BETWEEN
CHITKARA UNIVERSITY
AND
TRUSTEES OF BOSTON UNIVERSITY**

This Master Agreement effective as of November 1, 2020 ("Effective Date") by and between Chitkara University (CHITKARAU) an India private university having its corporate office at SCO 160-161, Sector 9 C, Chandigarh - 160009, India, and Trustees of Boston University ("BU"), a Massachusetts nonprofit corporation with a usual place of business at 1010 Commonwealth Avenue, Room 131, Boston, MA 02215, U.S.A, through its Metropolitan College International division.

WHEREAS BU and CHITKARAU recognize the mutual benefits of scholastic interaction between them; and

WHEREAS CHITKARAU wishes to offer its students the opportunity to study at Boston University and BU agrees to host CHITKARAU students for the purpose of studying at Boston University;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. THE MET INTERNATIONAL PROGRAMS

The Programs are described in Program Term Sheets that may be entered into by BU and CHITKARAU from time to time, any such Program appearing on such Program Term Sheet hereinafter referred to as a "Program."

2. FEES

2.1. Tuition and fees for each Program will be set forth on the Program Term Sheet. Tuition and other BU student fees shall hereinafter be referred to collectively as "the Program Fees."

2.2. Each student shall pay the Program Fees in full to BU no later than fifteen (15) business days prior to the first day of each Program by wire transfer to the financial

institution designated by BU unless otherwise provided in the Program Term Sheet.

2.3 Program participants who reside in BU housing shall pay BU Room & Board at the then current rates in accordance with BU payment terms.

3. STUDENT ELIGIBILITY

3.1. All students participating in the Program must satisfy BU admission requirements. Prior to the student's applying to participate in the Program, CHITKARAU will review each student's eligibility to participate in the Program to verify that the student satisfies the following minimum admission requirements:

- (a) minimum grade average of B
- (b) clean disciplinary record
- (c) proof of English proficiency

Any additional admission requirements will be set forth in the Program Term Sheet.

3.2 BU shall make the final determination as to the admission eligibility of each student who seeks to enroll in the Program.

4. BU RESPONSIBILITIES

4.1. BU shall provide faculty to teach the courses at BU in Boston.

4.2. BU shall provide CHITKARAU with timely updates on changes in BU course offerings and administrative procedures, and shall provide ongoing communication with CHITKARAU administrative staff concerning Program matters, including marketing and administration.

4.3. BU shall be responsible for evaluating student progress and awarding credits to Program participants who satisfactorily complete all requirements of the Program as BU, in its sole discretion, shall determine.

4.4. BU will provide CHITKARAU with a record of the courses and grades received by each student who participates in a Program and who has submitted to BU a signed form permitting disclosure of this information in compliance with the U.S. Family Educational Rights and Privacy Act, in the form attached hereto.

4.5. Program participants shall inform BU if they are interested in residing on-campus and BU shall provide them with information regarding on-campus housing through the BU Housing Portal, through which Program participants can apply for on-campus housing. BU does not guarantee that on-campus housing will be available for all Program participants. Program participants who live off-campus shall be solely responsible for any off-campus housing arrangements and BU shall have no liability whatsoever to CHITKARAU or Program participants for any claims, losses or injuries arising from or related to off-campus housing.

4.6. BU will provide letters of admission to Program participants and such other routine documentation as may be necessary to establish student status for visa and other purposes; however, decisions regarding visa issuance are determined by the U.S. Department of Homeland Security and the U.S. Department of State.

5. CHITKARAU RESPONSIBILITIES

5.1 CHITKARAU shall provide the following services in support of the Program, at its own expense:

5.1.1 CHITKARAU shall provide accurate information to prospective students and shall advise students on the following:

- (a) Program content
- (b) BU's requirements for admission,
- (c) registration and requirements for completion of the Program,
- (d) BU's health insurance requirements,
- (e) the amount, method, and schedule for payment of Program Fees,
- (f) the fact that student orientations are mandatory
- (g) the fact that on-campus housing is not guaranteed, and
- (h) the fact that the BU Housing Residence License Agreement is an irrevocable and binding contractual obligation of a student who resides in on campus housing.

5.2. CHITKARAU shall facilitate the application process.

5.3. For each Program participant, CHITKARAU shall provide BU with all necessary documentation, including an application form completed by the student, the requisite verification of financial resources for the duration of the course of study, a copy of each Program participant's passport, and any other documentation required by any U.S.

government agency administering the immigration laws pertaining to the issuance of a student visa for study in the U.S. If the Program participant has been in the U.S. within six months of applying to the Program, CHITKARAU will provide to BU a copy of all immigration documents (e.g., visa, I-20 forms and DS2019 forms, most recent US Entry Stamp in passport).

5.4. For each Program participant, CHITKARAU shall provide to BU an International Student Data Form, and proof of English proficiency as set forth in any Program Term Sheet for that Program. For each Program participant interested in residing in on-campus housing, CHITKARAU shall provide participants with information regarding BU's on-campus housing, including information about how to inquire about and register for on-campus housing through the BU online housing system.

5.5 CHITKARAU hereby represents that neither CHITKARAU nor any parent entity, subsidiary or affiliate of CHITKARAU, is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS") or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls. CHITKARAU shall immediately notify Boston University if CHITKARAU or any parent entity, subsidiary, or affiliate of CHITKARAU, becomes listed on any Restricted Party List or if CHITKARAU's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

6. MISCELLANEOUS

6.1. Round-trip international travel, and all personal and living expenses, including without limitation, room and board, textbooks and supplies and travel within the U.S. will be the personal responsibility of each Program participant.

6.2. Each Program participant is required to abide by BU requirements pertaining to medical health insurance coverage. Program participants are responsible for any health care costs not covered by insurance.

6.3. Program participants are required to abide by the laws and customs of the United States and by the rules and policies of BU. BU may terminate the participation of any student in a Program if such student's academic work or conduct does not comply with such customs,

laws, rules and policies.

7. TERM

7.1. This agreement shall commence on the Effective Date and shall continue for three years unless terminated sooner in accordance with its terms.

7.2. Either CHITKARAU or BU may terminate this Agreement by providing the other with written notice at least six months prior to the suggested termination date.

7.3. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days from receipt of a detailed written notice of such breach.

7.4. Upon any termination, the parties shall complete any courses then in progress or as to which commitments to students have already been made.

8. GENERAL PROVISIONS

8.1. BU agrees that CHITKARAU may include appropriate evidence of participation in a Program in Program participants' transcripts. This Agreement does not grant to either BU or CHITKARAU any license or right to the intellectual property of the other party. Neither party may use the name or any trademarks or logos of the other party without the owner's prior written consent.

8.2. This Agreement, together with any exhibits and/or appendices, attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement duly executed by authorized representatives of both parties.

8.3. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency or joint venture.

8.4. The parties shall first try in good faith to settle by non-binding mediation any dispute arising out of or relating to this Agreement or its breach. The mediation shall take place in Boston, Massachusetts, and shall be administered by a mediator mutually agreed

upon by BU and CHITKARA. If the mediation is unsuccessful, the dispute will be referred to arbitration in Boston, Massachusetts, under the Rules of the International Chamber of Commerce, which are applicable at the time of reference to arbitration. The place of arbitration shall be Boston, Massachusetts, and the arbitration shall be conducted by a single arbitrator. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its principles of conflicts of laws. An award in connection with an arbitration shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction. Any mediation or arbitration shall be conducted in English.

8.5. All notices and demands of any kind or nature which a party hereto may be required or may desire to serve upon any other party in connection with this Agreement shall be in writing, in the English language or accompanied by a certified translation into the English language, and may be served by hand, by facsimile transmission, by prepaid registered mail (return receipt requested) or by private mail service (such as Federal Express) to the persons at the addresses set forth below or to such other address or facsimile number as either party may hereafter specify for the purpose by notice to the other party in the manner provided in this section 8.5. Notice shall be deemed effective upon receipt.

To BU:

Boston University

Metropolitan College International

1010 Commonwealth Avenue, Room 131

Boston, Massachusetts 02215

USA

To CHITKARA UNIVERSITY:

Chitkara University

Corporate Office

SCO 160-161, Sector 9 C

Chandigarh – 160009

India

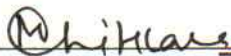
8.6. The parties shall comply with all applicable laws and regulations and nothing in this Agreement shall (a) require or be construed to require either party to violate such provisions of law or (b) subject either party to liability or render either party in breach of this Agreement for adhering to such provisions of law. The parties expressly agree to abide by all relevant provisions regarding privacy of educational records and by rules and regulations governing export controls.

8.7. Neither party will be responsible for an inability to perform under this Agreement due to a cause beyond a party's reasonable control, including, but not limited to, war, terrorism, riots, insurrection, civil commotion, fire, flood, storm, epidemic, health emergency, or inability to obtain necessary labor, materials or manufacturing facilities as a direct result of natural disasters.

8.8. Notwithstanding any provision to the contrary in this Agreement, the parties agree that the current outbreak of COVID-19 and restrictions imposed on the operations of BU, based on governmental declarations and BU policies designed to slow the spread of the virus, may frustrate the purpose of this Agreement by materially reducing the ability of BU to provide CHITKARAU the Program. If BU at any time determines, in its sole discretion, that such frustration or material reduction in its ability to perform under this Agreement has occurred or may occur, BU shall promptly notify CHITKARAU of its intent to (i) delay performance of this Agreement until applicable circumstances have changed, or (ii) modify the scope of services to be provided under this Agreement, or (iii) if such delay and subsequent performance or modification in scope would not reasonably satisfy the needs of both BU and CHITKARAU, terminate this Agreement.


8.9. Neither party shall be liable to the other for indirect, special, incidental, consequential, punitive, or exemplary damages or loss of profits arising out of or in connection with this agreement or any acts or omissions associated therewith, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the cause of such loss or damages or whether any other remedy provided herein fails.

CHITKARA UNIVERSITY


Dr. Madhu Chitkara
Pro Chancellor

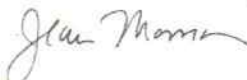
Chitkara University

DATE _____


Sangeet Jaura
Pro-Vice Chancellor – International

DATE 08-01-2021

TRUSTEES OF BOSTON UNIVERSITY


Jean Morrison, Ph.D.
University Provost and Chief Academic Officer

DATE 1/7/2021

DocuSigned by:

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Martin J. Howard
Senior Vice President, Chief Financial Officer & Treasurer

DATE 1/7/2021 | 1:54 PM EST

**PROGRAM TERM SHEET #1
TO MASTER AGREEMENT BETWEEN
CHITKARA UNIVERSITY
AND
TRUSTEES OF BOSTON UNIVERSITY**

**BOSTON UNIVERSITY METROPOLITAN COLLEGE GRADUATE DEGREE
PROGRAMS**

BU and CHITKARAU agree to conduct the Program described below on the same terms and conditions as those set forth in the Master Agreement. This Program Term Sheet #1 shall take effect on November 1, 2020, and shall terminate on October 31, 2023 unless the Master Agreement is terminated sooner, in which case this Program Term Sheet #1 will terminate on the same date as the Master Agreement.

PROGRAMS : Master of Science in Computer Information Systems (MSCIS)
Master of Science in Applied Business Analytics (MSABA)
Master of Science in Financial Management (MSFM)
Master of Science in Global Marketing Management (MSGMM)
Master of Science in Project Management (MSPM)
Master of Science in Supply Chain Management (MSSCM)
Master of Science in Administrative Studies, concentration in
Innovation and Technology (MSAS)
Master of Science in Enterprise Risk Management (MSERM)
Master of Science in Computer Information Systems (MSCIS)

CHITKARAU Contact Person: Ms. Sangeet Jaura, Pro-Vice Chancellor, Office of
International Affairs, Phone: +91 98760 47895
Email: sangeet.jaura@chitkara.edu.in

BU Contact Person: Ms. NeusCodina, Executive Director, MET International
Phone: 617-358-2599 Email: ncodina@bu.edu

1. PROGRAM DESCRIPTION:

The Boston University masters degree programs listed above (the “Programs”) each consist of no fewer than 8 graduate courses, which are taught both online and on campus by the Metropolitan College at Boston University. Eligible CHITKARAU students who are

admitted to one of the Programs through the partnership created by this Program Term Sheet may begin taking courses in the fall or spring semester. During the first semester of study and as part of the Program, students are enrolled in a MET International Graduate Certificate Program. Credits from courses taken at CHITKARAU that satisfy Metropolitan College's policy on waiving credits and that have been approved by the appropriate Metropolitan College department, may be applied to Programs of more than 8 courses.

2. STUDENT ELIGIBILITY AND APPLICATION PROCESS:

2.1 CHITKARAU students who complete and graduate with the CHITKARAU undergraduatedegree listed below are eligible to apply to the applicable METProgram as follows:

CHITKARAU Degree	Eligible BU Masters Degree Program
Bachelor of Engineering - Computer Science Engineering	Master of Science in Computer Information Systems (MSCIS)
	Master of Science in Enterprise Risk Management (MSERM)
	Master of Science in Applied Business Analytics (MSABA)
	Master of Science in Financial Management (MSFM)
	Master of Science in Administrative Studies, concentration in Innovation and Technology (MSAS)
	Master of Science in Supply Chain Management (MSSCM)
	Master of Science in Global Marketing Management (MSGMM)
	Master of Science in Project Management (MSPM)

Students must satisfy Program admissions requirements. Prior to a student's application to the Program, CHITKARAU will review the student's eligibility to verify that the student has satisfied the following minimum admission requirements:

2.2 Additional Academic Requirements

1. Have completed the equivalent of a BU bachelor's degree prior to intended start date
2. Suggested academic grade point average of 3.0 on a 4.0 scale

2.3 Language Proficiency

Proof of English language proficiency equivalent to the minimum scores as set forth

below:

1. TOEFL IBT: Total Score of 84 - Reading 21, Listening 18, Speaking 23, and Writing 22 (Boston University – MET International Partnership Program TOEFL code: 8675, Dept. code 99); or
2. IELTS: 6.5 – of the 4 sub scores, no sub scores may be lower than 6.5.

2.4 Applications and supporting materials

For each Program participant, CHITKARAU shall provide to BU:

1. Complete official transcripts or notarized full-sized copies of all previous college, university, and graduate school study
2. Proof of English Proficiency

2.5 Upon receipt of the documents listed under 2.4 above, BU shall advise students to apply via WebAdmit and submit:

1. Three References
2. Resume or Curriculum Vitae
3. Personal Statement
4. Signed Learning Agreement

Five months prior to the Program start date, CHITKARAU will provide BU a tentative list of students or projected enrollments.

PROGRAM FEES:

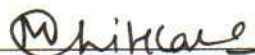
Participants who start in the fall or spring semester matriculate in a MET International Graduate Certificate for the first semester of study as part of the Program and are afforded the then current MET International Graduate Certificate Tuitionfee¹ for the first semester of study.

Participants studying full time in the Boston University Summer Term as part of the Program will be provided a grant in the amount of 15% of the then current tuition. Each such participant will pay the then current Boston University Summer Term tuition less the amount of any grant awarded, plus the then current student fees in full to Boston University according to the then current Summer Term payment dates.

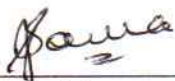
¹The MET International Graduate Certificate tuition rate are available to international students matriculated at universities outside the United States that have signed agreements with Boston University. The 2020-21 MET International Graduate Certificate tuition is \$14,480.00.

For all other terms of study, each participant will pay the published fees to BU according to the then current payment schedule. BU's then current course withdrawal and refund policy will apply.

CHITKARA UNIVERSITY



Name: Dr. Madhu Chitkara
Title: Pro Chancellor
Chitkara University

DATE 08-01-2021

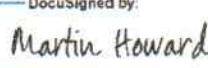

Sangeet Jaura
Pro-Vice Chancellor
International

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Martin J. Howard
Senior Vice President, Chief Financial
Officer & Treasurer

DATE 1/7/2021 | 1:54 PM EST

Family Educational Rights and Privacy Act - FERPA

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of a student's education records. In compliance with FERPA, Boston University does not disclose personally identifiable information contained in student education records, except as authorized by law.

1. As a MET International Student, your home university will require transcripts from your studies at BU in order to transfer your BU credits towards your degree. By marking YES below, you agree to allow Boston University to send your transcript to your home institution.

I allow Boston University's MET International program to send my BU transcripts (academic records) to the international office at my home university:

☐ Yes ☐ No

2. As a MET International Student, your home university or agency may request information about you to ensure that you are having a good experience. By marking YES below, you agree to allow your MET International advisor to communicate with your university or agency advisor.

I allow Boston University's MET International program to communicate with my university or agency advisor about my MET International experience (this includes: local address and phone number, student account status, student compliance status, course schedule, Midterm Progress Report, and any comment or complaint I make to my MET International advisor regarding my experience in the MET International Program):

☐ Yes ☐ No

Name: _____ Home University: _____

Signature: _____ Date: _____

These authorizations shall remain in place for a period of two years from the date of the above signature.

Questions

Questions about the University's policies and practices or about specific educational records should be addressed to the Access Officer, Office of the University Registrar, Boston University, 881 Commonwealth Avenue, Boston, Massachusetts 02215.