



MEMORANDUM OF AGREEMENT TO ESTABLISH  
AN UNDERGRADUATE TRANSFER STUDENT PROGRAM  
BETWEEN

**Chitkara University, India**

**And**

**George Mason University, USA**

This MEMORANDUM OF AGREEMENT ("Agreement"), effective as of the last dated signature, (the "Effective Date"), is made by and between Chitkara University ("ChitkaraU"), an educational institution, located at Chitkara University, Saraswati Kendra, SCO 160-161 Sector-9 C Chandigarh. India and George Mason University ("Mason"), an educational institution and agency of the Commonwealth of Virginia, located at 4400 University Drive, Fairfax, Virginia 22030-4444, USA, (together, the "Parties").

WHEREAS, the Parties hereby agree to pursue the initiation of an undergraduate transfer student program ("Bachelor of Engineering in Computer Science and Engineering") to achieve their mutual goal of academic development; and

WHEREAS, the Program shall enable students to earn a baccalaureate degree from Mason (the "Mason Program") in Applied Computer Science and Computer Science, BS after the successful transfer of credit, which is previously qualified and articulated by Mason, from Institution (the "Institution Program") to the Mason degree; and

NOW THEREFORE, in consideration of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

**1. Term and Termination.**

- 1.1. This Agreement shall be for a period of three (3) years from the Effective Date. This Agreement may be terminated by a party without cause upon thirty (30) days' notice to the other party; provided that the notice of termination does not disrupt the operations of the then-current semester, and that currently enrolled students are given the opportunity to complete the Mason degree.

**2. Academic Activities and Operations.**

- 2.1 **Preparation and Eligibility.** Acceptance into the Program is competitive. Mason will review the student's academic record, recommendations, and English skills scores in order to make a decision as to whether to admit the student. Mason shall evaluate and

specify qualified courses, grades in those courses, overall GPA, and any other specified requirements in the two years at Institution in order for a student from Institution to gain admittance into the Program.

**2.1.1** Students who have not met the requirements for direct entry admission into the Mason degree program are eligible to participate in the INTO Mason pathway program. INTO Mason provides necessary courses for students to achieve English proficiency or satisfactory academic skill level to ensure that students will be able to advance toward completion of the proposed degree.

**2.2 Addendum.** Specific academic activities and requirements to complete any Program shall be established in separate addenda and shall be completed according to the terms established in each Addendum and in compliance with the terms of this Agreement. An Addendum to this agreement may contain the academic pathway, student financial assistance, or the like, that is specific to each of the Programs. Each Addendum shall be signed by an authorized agent on behalf of each party prior to initiation.

**3. Operational Oversight.** The Program shall be overseen by a Program Coordinator designated by each party.

**ChitkaraU Program Coordinator Contact:**

Name: Sandeep Singh  
Title: Assistant Manager, Office of International Affairs  
Address: Chitkara University, SCO 160-161 Sector 9-C, Chandigarh 160009  
Phone: +91 – 8699363698  
Email: [sandippal.singh@chitkara.edu.in](mailto:sandippal.singh@chitkara.edu.in)

**Mason Program Coordinator Contact:**

Name: Krista Uhrig  
Title: Program Operations Manager  
Address: 4400 University Drive, MSN 5A2, Fairfax, VA 22030, USA  
Phone: +1-703-993-3107  
Email: [kuhrig@gmu.edu](mailto:kuhrig@gmu.edu)

**4. Application and Admission**

**4.1. Application.** Students from Institution shall apply online as transfer degree seeking students to the Mason Program approximately one semester prior to intended enrollment at Mason. A certified English translation for all documents not already in English is required. Students are required to submit official transcripts from their institution along with the other required materials. If less than 30 credits are submitted for Mason evaluation to be transferred into the Mason degree, students must also submit their secondary school transcript with the other materials required

for admission at Mason. See section 7. *Evaluation of Transfer Credit* for additional transfer credit information.

**4.2. Deadlines.** Applications, and any additional materials that document specific achievements, must be submitted no later than July 1 for Fall semester admission and no later than October 1 for Spring semester admission at Mason. Institution will work with Mason to submit student applications as a cohort prior to the admission deadlines. Mason will accept individual or late applicants when possible.

**4.3. English Language Requirements.** The Mason Office of Admissions has sole discretion as to whether or not English language requirements are met for admission. Students must meet one of the following proficiency requirements to gain admission to Mason undergraduate programs. In addition to the following proficiency requirements, other means of meeting the Mason proficiency requirements and corresponding policies can be found on the Mason International Admissions website: <https://www2.gmu.edu/admissions-aid/how-apply/international>

TOEFL iBT- 80 or higher, 18 minimum in each sub-section (no sub-section minimum for Volgenau School of Engineering). Testing code is 5827. IELTS- 6.5 or higher on the academic exam with a minimum of 6.0 in each subsection. Institutional code is not required.

**4.4.** (CVPA) All transfer applicants to the College of Visual and Performing Arts must complete an audition, portfolio review, or interview to be considered for admission to the major.

**4.5.** (VSE) All transfer applicants to the Volgenau School of Engineering must have completed the equivalent of MATH 113 Calculus I and Math 114 Calculus II with grades of A or B in each MATH course. Computer Science requires transfer applicants to have completed the equivalent of one of the following CS courses: CS 112 or CS 211 with a grade of A or B.

**4.6. Acceptance.** Students shall be notified in writing of admission to Mason. Mason shall send Program admission decisions.

**4.7. Immigration/Visas.** Students shall be solely responsible for obtaining any required visas in compliance with all immigration laws and regulations of the United States. Students shall be subject to the laws of the United States as well as the policies and practices of Mason with respect to sponsorship of, and support for, international visitors. Students are responsible for meeting deadlines and complying with regulations and policies, and Mason shall provide information and assistance where possible.

**5. Student Status.** Students accepted to the Mason Program shall be fully admitted to Mason as degree-seeking students.

6. **Transcripts.** Students are responsible for requesting and providing transcripts official transcripts from all previous institutions submitted directly to the Mason Office of Admissions, as required for the application to the Mason Program. Transcripts submitted to Mason as part of the application process must be in English. Mason cannot request student transcripts directly from another institution, nor can it provide a Mason transcript to a student without the student's request.
7. **Evaluation of Transfer Credit.** Students are subject to Mason transfer credit policies.
- 7.1. A maximum of 90 undergraduate transfer credits will be accepted.
- 7.2. Each college-level course must be graded with a "C" or better to be considered for transfer. Courses graded on a Pass/ Satisfactory basis will not be considered for transfer.
- 7.3. Mason will evaluate all applicable student coursework to transfer into the Mason degree. Typical credit or coursework that is not eligible for transfer includes, but is not limited to: Military training, English language learning coursework, lower level Math coursework (i.e. below calculus).
- 7.4. A certified course-by-course evaluation for all post-secondary level studies completed outside of the U.S at institutions that do not hold regional accreditation in the United States must also be submitted to Mason to complete the evaluation of transfer credit. An evaluation produced from any company recognized by the NACES organization will be accepted ([www.naces.org](http://www.naces.org)). Fees charged by translators or external evaluators will not be paid for by Mason. Guidance on this process can be provided to Institution by the Mason Program Coordinator.

OR

Mason and ChitkaraU agree to coordinate course articulation to the best of their ability. If a student applies for admission and submits a transcript with courses that have not been previously evaluated for transfer, there will be no guarantee that credit will be awarded.

8. **Tuition, Fees, and Expenses.** During the students' study at Mason students shall pay tuition and fees directly to Mason.
- 8.1. **Tuition Payments.** Students shall be responsible for making tuition payments directly to Mason by the dates required each semester at Mason.
- 8.2. **Tuition and Fee Rates.** Tuition and fees at Mason are subject to change. Mason's Board of Visitors sets tuition and fees annually.
- 8.3. **Student Financial Assistance.** Students at Mason are eligible to receive financial assistance, provided by Mason, for the Mason program.

## **9. Housing.**

- 9.1. Transfer students at Mason are eligible to receive on-campus housing in accordance with Mason Housing and Residence Life policies. Students must apply through the online application to secure housing, as specific residency requests are competitive. Transfer students are not required to live on campus and may elect to live off campus in a non-Mason property.
- 9.2. Students are responsible for paying for all housing charges, deposits, late fees, damage fees and any other housing costs.
- 9.3. Students are responsible to follow all rules and regulations in the housing contract.

**9. Health Insurance.** Students are required to be covered by the Mason student health insurance policy through the duration of their time at Mason in the Mason Program. Students will automatically be registered and billed for this insurance unless they provide proof of a comparable policy through the health insurance waiver process.

## **10. Accreditation and Regulatory Oversight.**

- 10.1. **Compliance with Accreditation and Governmental Policy.** This agreement is contingent upon approval, as appropriate, by the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) and the State Council of Higher Education for Virginia (SCHEV) and continued compliance with the policies of these organizations.
- 10.2. **Accreditation Status.** George Mason University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelors, masters, and doctoral degrees. Institution is not accredited by SACSCOC and Mason's accreditation does not extend to Institution or its students. Institution must not inaccurately represent its own or Mason's accreditation status in any way, and must not use the SACSCOC logo under any circumstances.

**11. Agreement Assessment and Review.** Mason and Institution agree to review this Agreement every three years. Each institution shall designate an individual to serve as liaison for the purpose of monitoring this Agreement.

## **12. General Terms and Conditions.**

- 12.1. **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally or internationally recognized overnight delivery service, or personally served upon the appropriate party.
- 12.2. To Mason:

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International Enrollment Partnerships, Office of the Provost  
Program Operations Manager  
George Mason University  
4400 University Drive, MSN 5A2  
Fairfax, VA 22030, USA  
+1-703-993-3107

**To ChitkaraU:**

Chitkara University  
Saraswati Kendra, Office of International Affairs  
SCO 160-161, Sector 9-C, Chandigarh, India, Pin Code: 160009  
+ 91- 0172- 4691800

- 12.3. Applicable Law and Venue.** This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. Institution agrees that it shall at all times comply with all applicable federal and state laws and regulations.
- 12.4. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.
- 12.5. Severability.** Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- 12.6. Waiver.** The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- 12.7. Assignment.** Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 12.8. Independent Contractors.** The relationship of the Parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Neither party shall sponsor, endorse, or make any express or implied warranties for the other.

employees except on the specific written authorization in advance. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

- 12.10. Use of Trademarks.** Neither party shall use the name or any trademark of the other without prior written permission. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.
- 12.11. Image.** Neither party shall take any action or inaction that may be detrimental to the image or reputation of the other.
- 12.12. Nondiscrimination.** Both Parties to this Agreement agree to not discriminate on any basis prohibited by state or federal law.
- 12.13. Force Majeure.** Neither party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.
- 12.14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- 12.15. Authorized Signatures.** The signatory for each party certifies that he or she is an authorized agent to sign on behalf such party.
- 12.16. Conflicts of Interest.** No employee of Mason may receive compensation from Institution unless authorized by Mason in writing.
- 12.17. Third-Party Beneficiaries.** No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- 12.18. FERPA.** All student data shall be considered to be confidential and any release of information shall be in compliance with the U.S. Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).
- 12.19. Export Control.** George Mason University is subject to United States export control and economic sanctions laws and regulations ("U.S. Export Laws"). These and similar laws and regulations govern the transfer of technology, software and equipment to foreign nationals. Thus, in some circumstances, they may prohibit exchange students at George Mason University from receiving certain types of information or participating in particular research projects or student activities. The Parties agree nothing in this Amendment will be construed to cause George Mason University to take any actions that could cause it to be in violation of U.S. Export Laws.

WITNESS the following signatures of the Parties:

CHITKARA UNIVERSITY:

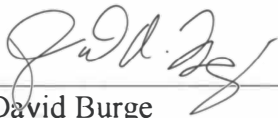


Sanjeev Sami  
Vice President,  
Office of International Affairs

24- February - 2021

Date

GEORGE MASON UNIVERSITY:



David Burge  
Vice President, Enrollment Services

4/28/21

Date