#### LETTER OF ENGAGEMENT

# Southern Illinois University Edwardsville and Chitkara University

### A. PURPOSE AND OUTCOMES OF THIS AGREEMENT

The Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, governing Southern Illinois University Edwardsville (SIUE), Edwardsville, Illinois, U.S.A., and Chitkara University, Jansia, Rajpura, Punjab, India, agree to enhance international collaboration between their institutions. This agreement shall comply with all policies of Southern Illinois University and the Chitkara University.

It is agreed in principle that the relationship between the two institutions shall include negotiation and discussion leading to a memorandum of understanding in at least one of the following areas: faculty exchange, student exchange, research collaboration, teaching collaboration, curriculum or materials development. Anticipated outcomes of this process include:

- Explore partnerships whereby graduates of Chitkara University may be admitted to graduate programs in the SIUE School of Engineering;
- Explore faculty and student exchange between the two institutions.

Below is a description of the negotiation and discussion process to be implemented.

We will establish points of contact at both institutions as we explore the exchange and admission agreements. To pursue exchange agreements, these points of contact will discuss opportunities for such engagement. To pursue admissions agreements, these points of contact will review undergraduate programs of study and graduate programs of study at our respective institutions. Once the exchange opportunities and criteria for admission are determined, we will pursue a formal agreement.

#### B. EXPENSES INCURRED

Those who participate in travel under this Agreement, faculty or student, will be responsible for arranging and financing their own transportation, lodging, and the payment of living expenses. The host institution will assist the participant with making these arrangements, as in the securing of accommodation or housing for faculty or students. However, the expenses in this regard will be borne by the visiting faculty or student. Final arrangements are the responsibility of the participant. In addition, participants who travel to the host institution shall acquire or show proof of major accident and medical insurance at least equivalent to SIUE approved international health insurance from either host institution or private carriers approved to provide coverage in the United States or in the country of the host institution.

#### C. TERMS OF AGREEMENT

Further detail about such activities shall be negotiated between the institutions as a memorandum of understanding is written. Nothing shall preclude informal exchanges prior to completion of this final agreement.

This agreement to engage in discussions is for a period of four (4) years, but either party will be entitled to terminate the agreement by way of two (2) months written notice to the other party.

By signing this Letter of Engagement, SIUE and Chitkara University agree to strive in good faith toward long-term international collaboration that will benefit both institutions.

#### D. EVALUATION

SIUE and Chitkara University establish the following plan to annually evaluate the agreed upon outcomes.

- Determine if a formal agreement can be reached;
- At least one student admitted and enrolled at SIUE or at least one visit by students and/or faculty between institutions.

### E. NON-DISCRIMINATION

Neither Party will discriminate against any person on the basis of race, color, sex, religion, national origin, age, marital status, sexual orientation or disability and will comply with all of their own relevant national and local discrimination laws, policies, and practices.

#### F. AMENDMENTS

No alteration or amendment to this agreement shall be valid unless it is in writing and has been signed by both parties. No modification agreed on orally but which has not been incorporated in the written agreement shall be binding.

### G. EXECUTION

As proof of agreement, the under mentioned sign this document in duplicate. Each party represents that the person executing this Agreement has the full authority to execute such Agreement.

#### H. ASSIGNMENT

Neither Party may assign this Agreement, or any portion of it without prior written consent of the other party.

# I. EXPORT CONTROLS

Each Party shall comply with all relevant United States laws governing the exports and reexports of technical data or commodities made under this Agreement, including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. Chitkara University will provide SIUE a list of all faculty and students (full legal names) that will attend/visit SIUE prior to them arriving at SIUE, to allow SIUE to comply with U.S. Export regulations.

### J. ENTIRE AGREEMENT

This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto.

### K. SEVERABILITY

If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.

## L. GOVERNING LAW

This agreement shall be construed and governed by the laws of the State of Illinois, USA.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

SANGEET JAURA

PRO-VICE CHANCELLOR

OFFICE OF INTERNATIONAL AFFAIRS

**CHITKARA UNIVERSITY** 

MARY KONYA WEISHAAR

EXECUTIVE DIRECTOR, INTERNATIONAL AFFAIRS

SIUE

2021/June 23

DATE