



## **AGREEMENT FOR THE COLLABORATIVE DELIVERY OF ACADEMIC PROGRAMS**

This Agreement is entered into this October 25, 2018, between Arkansas State University – Jonesboro (hereinafter referred to as ASUJ), located at 2105 Aggie Road, State University, AR 72467, United States of America, and Manipal Academy of Higher Education, located at "Manipal.edu" Building, Madhav Nagar, Manipal 576 104, Karnataka, INDIA (hereinafter “MAHE”), for the purpose of establishing a cooperative program through curriculum articulation and credit transfers for a range of programs offered at and between MAHE and ASUJ.

### **1. PURPOSE OF AGREEMENT**

ASUJ and MAHE have entered into this Agreement for the purpose of fulfilling a shared desire of the two universities in the areas of internationalization, modernization, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. MAHE and ASUJ, through friendly consultation based on the principles of reciprocity and mutual benefit, have reached the following agreement on educational cooperation to conduct a bachelor’s to master’s degree program in Business or Engineering from MAHE and a Master’s of Business Administration (MBA), Master’s of Science in Engineering (MSE), or Master’s of Engineering Management (MEM) from ASUJ.

### **2. TERM**

This Agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The Agreement may be renewed upon the mutual written agreement of the parties. The Agreement may be cancelled for cause in the event any obligation of either party is not met by thirty (30) days’ written notice. The Agreement may be cancelled without cause by giving ninety (90) days’ written notice; however, ASUJ and MAHE agree to give an honest and good faith effort to helping then registered and enrolled students meet their educational obligations.

### **3. AGENCY OF THE STATE OF ARKANSAS**

All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in this Agreement is intended to or should be construed as waiving that sovereign immunity.

#### 4. COOPERATIVE PROGRAM MODELS

A. The Cooperative programs are to be set with models of 2.5+0.5+MBA and 3+0.5+MSE or 3+0.5+MEM (collectively “3+0.5+Masters”), which are carried out by curriculum articulation between MAHE and ASUJ.

B. The Details of the Models

- i. For the 3+0.5+Masters programs, the first three (3) years of study shall be at MAHE, and the last year(s) of study shall be at ASUJ. The actual years of study at ASUJ are available to those students who have completed all the requirements and credits of the pre-approved courses for the first three (3) years, and meet all other requirements for admission to ASUJ.
- ii. For the 2.5+0.5+Masters programs, the first two and a half (2.5) years of study shall be at MAHE, and the last year(s) of study shall be at ASUJ. The actual years of study at ASUJ are available to those students who have completed all the requirements and credits of the pre-approved courses for the first two and a half (2.5) years, and meet all other requirements for admission to ASUJ.
- iii. For the “2.5+0.5+MBA” program, students will need to enroll and complete the first two and a half (2.5) years of pre-approved courses with satisfactory grades at MAHE in a Business major. Upon completion of the first two and a half (2.5) years, they will attend ASUJ and complete two (2) required undergraduate Business courses, LAW 2023 Legal Environment of Business and CIT 3523 Operations Management and two (2) required graduate Business courses, MKTG 6223 Strategic Marketing and MGMT 6403 Seminar in Organizational Behavior. Students who have taken both Project Management and Operations Management & Family Business Synergies at MAHE will not need to take CIT 3523 Operations Management. Course equivalencies can be found in Appendix I. Students will need permission from an advisor before registering for the two graduate Business courses. A maximum of 6 credit hours of graduate courses is allowed in the 0.5 year. Upon the completion of these courses, students will receive a Bachelor’s in their selected major from MAHE, and apply for and begin the Master of Business Administration program at ASUJ.

For the “3+0.5+MSE or MEM” program, students will need to enroll and complete the first three (3) years of pre-approved courses with satisfactory grades at MAHE in an Engineering major. There are no A-State course equivalencies required for Engineering students. Upon completion of the first three (3) years, they will attend ASUJ and complete two (2) required graduate Engineering courses, EGRM 6003 Engineering Statistics and EGRM 6023 Engineering Management I. A maximum of 6 credit hours of

graduate courses is allowed in the 0.5 year. MSE students may obtain permission from the MSE Director for other courses. Upon the completion of these courses, students will receive a Bachelor's in their selected Engineering major from MAHE, and apply for and begin the Master of Science in Engineering or the Master of Engineering Management program at ASUJ.

- iv. Upon the completion of the Bachelor's degree and meeting ASUJ graduate program admission requirements, participating students may enroll in ASUJ's Master of Business Administration, Master of Science in Engineering, or Master of Engineering Management program. After successful completion of the degree program requirements for the Master of Business Administration, Master of Science in Engineering, or Master of Engineering Management, as applicable, the student will be awarded a Master's of Business Administration (MBA), Master's of Science in Engineering (MSE), or Master's of Engineering Management (MEM), as applicable by ASUJ.
- v. Students shall have TOEFL IBT 61 or IELTS 5.5 to be eligible for admission into the ASUJ degree programs or courses. Students who fail to meet this requirement shall successfully complete the ASUJ English as a Second Language program before they start the degree program or courses. To be admitted to the MSE program, the student should apply for the graduate admission with the required application packets before the deadline (Apr. 1<sup>st</sup> for Fall applicant and Oct. 1<sup>st</sup> for Spring applicant) since the MSE program is based on research-thesis. The admission requirements include:
  - 1. Minimum accumulated undergraduate GPA at 3.0 on a 4.0 scale and a bachelor 's degree in engineering
  - 2. Minimum GRE score at 300 including verbal and quantitative
  - 3. Minimum TOEFL score of 79 on internet-based exam or 6.0 on IELTS exam
  - 4. Official transcript from all colleges and universities attended since leaving high school
  - 5. Statement of Purpose not exceeding three pages
  - 6. Resume
  - 7. Two letters of recommendation.

The MSE Graduate Admission Committee will grant the graduate admission to qualified applicants.

To be admitted to the MEM program, the student should apply for the graduate admission with the required application packets before the deadline (Apr. 1<sup>st</sup> for Fall applicant and Oct. 1<sup>st</sup> for Spring applicant) since the MEM program is a non-based thesis. The admission requirements include:

1. Minimum accumulated undergraduate GPA at 2.75 on a 4.0 scale and a bachelor 's degree in engineering
2. Minimum Verbal GRE score of at 143
3. Minimum TOEFL score of 79 on internet-based exam or 6.0 on IELTS exam
4. Official transcript from all colleges and universities attended since leaving high school
5. Statement of Purpose not exceeding three pages
6. Resume
7. Two letters of recommendation.

The MSE Graduate Admission Committee will grant the graduate admission to qualified applicants.

## **5. OBLIGATIONS OF MAHE**

MAHE shall meet the following obligations:

- A. MAHE will be responsible for promoting the program and enrolling students at MAHE.
- B. MAHE will be responsible for management of students at MAHE.
- C. MAHE will be responsible for managing its facilities, including but not limited to classrooms, computer labs, workshops, language labs, libraries, physical education places and students' dormitories.
- D. MAHE will be responsible for the delivery of preapproved courses for the first three (3) years of the 3+0.5+Masters model degree programs.
- E. MAHE will be responsible for the management and teaching quality at MAHE.
- F. MAHE will acknowledge all the courses offered at ASUJ and accept transfer credit for all courses completed at ASUJ in the last year(s) of undergraduate study.
- G. MAHE will be responsible for issuing MAHE diplomas to those students who have passed all the required courses, and met all other requirements for the bachelor's degree program in which the particular student is enrolled.
- H. MAHE must maintain its education accreditations.

## **6. OBLIGATIONS OF ASUJ**

ASUJ shall meet the following obligations:

- i. ASUJ will be responsible for transferring to MAHE the credits for the approved courses completed at ASUJ by admitted students by mailing official transcripts to MAHE.
- ii. ASUJ will be responsible for the delivery of courses for the last year(s) of the degree program for the Bachelor's degree and for all years of the Master's degree for those students who are accepted for enrollment.
- iii. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ and a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- iv. ASUJ will be responsible for the teaching quality and management of the program at ASUJ.
- v. ASUJ will be responsible for issuing the appropriate ASUJ Master's of Business Administration (MBA), Master's of Science in Engineering (MSE), or Master's of Engineering Management (MEM), degree to all students who have successfully completed, and satisfied all the requirements of, the applicable Master's degree program at ASUJ.
- vi. ASUJ must maintain its education accreditations.

## **7. IMPLEMENTATION**

- A. Each party shall obtain the written consent of the other party to use the name and/or logo of the other party, in advance and prior to each use, in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and support for academic exchange and staff visits at an appropriate and mutually accepted time. Each party shall undertake their own travel and expenses in relation to visiting the other party, except where one party is travelling at the written request of the other party.

## **8. FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood, or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government, or because of any act of God.

## 9. RELATIONSHIP

The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between MAHE and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

## 10. TERMINATION

- A. Without prejudice to any other remedies that either party hereto may have against the other, including the right to claim adequate compensation or the ratification of any breach committed by one party to the other party, each party shall have the right at any time by giving notice in writing to the other party to forthwith terminate this Agreement in any of the following events:
  - i. If either party hereto shall commit or allow to be committed a breach of any of the conditions contained herein, provided always that in the case of a breach capable of being corrected, such right of termination shall not be exercised unless the party hereto that is in breach of this Agreement shall have not remedied the breach to the absolute satisfaction of the other party within thirty (30) days after the other party has served notice in writing on the party in breach setting out the breach and requiring the party in breach to remedy the same.
  - ii. If either party enters into liquidation or bankruptcy proceedings, whether compulsory or voluntarily for whatever reason or cause.
  - iii. If any act constituting a force majeure event, as defined in this Agreement, prevents the performance of the responsibilities agreed to herein for more than thirty (30) days.
- B. Either party, for whatever reason, may terminate the Agreement with ninety (90) days' written notice to the other, with or without cause and subject to continuing the processing of any applicants or students who may be in the "enrollment pipeline." The enrollment pipeline shall be defined as any student admitted to ASUJ within the ninety (90) day period after notice of termination.
- C. In the event of termination, every effort will be made to accommodate currently enrolled students. MAHE and ASUJ will proactively cooperate to facilitate this. Students will be managed as follows:
  - i. FUTURE STUDENTS: All recruitment for future enrollments will cease.

- ii. **ENROLLED STUDENTS AWAITING THE START OF THEIR PROGRAM:** Students who have enrolled but not actually started their studies will be informed of the termination and allowed to decide, without penalty, whether or not they want to pursue a single MAHE degree qualification.
- iii. **STUDENTS WHO HAVE COMMENCED THEIR STUDIES:** For students who have commenced their studies, there will be a “teach out” with students being allowed to finish their program of study as promised. Students will be allowed to enroll in the next scheduled class for the courses they are required to complete.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. This Agreement may be translated into language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the Agreement shall control in the event of any conflict. No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this Agreement without first obtaining the written consent of the other party.

## **12. WAIVER**

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

## **13. NOTICE**

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A.:

Dr. Lynita Cooksey, Ph.D.  
Vice Chancellor and Provost  
Office of the Provost  
P.O. Box 179  
State University, Arkansas 72467

United States of America

To Manipal Academy of Higher Education, India:

Dr. Raghu Radhakrishnan  
Director, International Collaborations  
"Manipal.edu" Building,  
Madhav Nagar,  
Manipal 576 104,  
Karnataka, INDIA

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

#### **14. SUCCESSORS**

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

#### **15. ADDITIONAL DOCUMENTS**

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.

#### **16. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

#### **17. SEVERABILITY**

Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

#### **18. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES, AND REGULATIONS**

All parties agree to comply with all laws, statutes, treaties, rules, and regulations governing the provisions of this Agreement. Such compliance shall include, but shall not be limited to:



A. FERPA Compliance

MAHE is a designated school official with a legitimate educational interest in storing, accessing, receiving, and transmitting to ASUJ only the educational records of those students enrolled in a Degree Program deemed to be students, as defined in the Family Educational Rights and Privacy Act, of ASUJ.

B. Compliance with Anti-Kickback Legislation

Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) – By agreeing to this Agreement, the parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or MAHE for the purpose of obtaining this or any other agreement, purchase order, or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1), which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

C. Compliance with Export Control Laws

Each Party shall be responsible for adhering to all applicable international and domestic import/export control laws.

**19. MISCELLANEOUS PROVISIONS**

A. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principle. Regarding matters or issues that may occur during the program implementation, all of them should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute occurs in the course of the program implementation between ASUJ and MAHE, both parties agree to put forth a good faith effort to resolve all differences in a friendly manner. In the event that any doubt, difference, dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligation or liabilities of either party hereto or on the operation, breach, termination or validity of this Agreement cannot be settled within a period of ninety (90) days from the date it arose by discussion, such doubt, difference, dispute, controversy or claim shall be settled in the courts of the State of Arkansas, provided that in the event any cause of action is brought against ASUJ, the parties agree that the Arkansas State Claims Commission has exclusive jurisdiction over such a claim and that venue properly resides solely therein.

B. This Agreement will take effect upon the signature of both parties.

C. The Agreement will have two original copies. Each party keeps one original copy.

The parties hereby sign this Agreement for the Collaborative Delivery of Academic Programs by their duly authorized officers as of the date and year above stated.

**For Manipal Academy of Higher Education For Arkansas State University – Jonesboro**

Dr H Vinod Bhat  
Vice Chancellor

Signature:



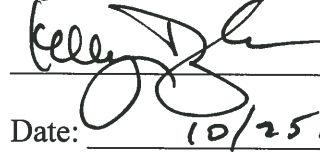
Date:

30 November, 2018

**Vice Chancellor**  
**MANIPAL ACADEMY OF HIGHER EDUCATION**  
**Manipal - 576 104**

Dr. Kelly Damphousse  
Chancellor

Signature:

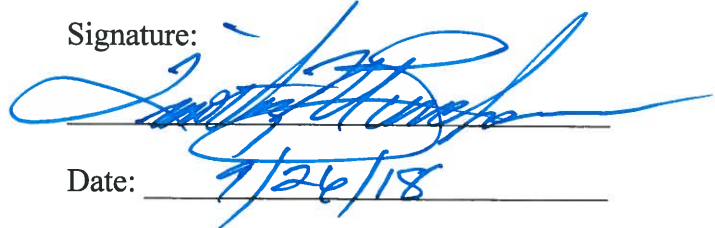


Date:

10/25/18

Dr. Timothy N. Burcham  
Acting Dean, College of Engineering and  
Computer Science

Signature:

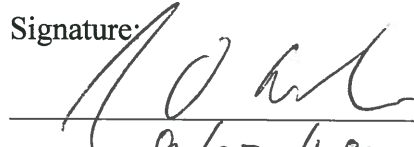


Date:

9/26/18

Dr. Jim Washam  
Acting Dean of the Neil Griffin College of  
Business

Signature:



Date:

9/27/18

**Appendix I: Course Equivalencies for Business Students.**

<b>Manipal Academy of Higher Education</b>	<b>Arkansas State University Jonesboro</b>
BBA 105 Financial Accounting	ACCT 2033 Intro to Financial Accounting
BBA 106 Cost & Management Accounting	ACCT 2133 Intro to Managerial Accounting
BBA 207 Financial Management	FIN 3713 Business Finance
BBA 104 Principles of Macroeconomics	ECON 2313 Principles of Macroeconomics
BBA 103 Principles of Microeconomics	ECON 2323 Principles of Microeconomics
BBA 107.1 & 108.1 Business Statistics & Mathematics I & II	STAT 3233 Applied Statistics I
BBA 323 Project Management*	CIT 3523 Operations Management
BBA 370 Operations Management and Family Business Synergies*	

**\*Must take both courses to receive credit for CIT 3523**