

Agreement for Educational Cooperation – Study Abroad Program (One-Way)

Between

STATE UNIVERSITY OF NEW YORK PLATTSBURGH, USA

AND

ISBR BUSINESS SCHOOL, INDIA

The State University of New York (SUNY), by and on behalf of The State University of New York College at Plattsburgh, located at 101 Broad St Plattsburgh, NY 12901, USA, (“SUNY Plattsburgh”), and ISBR Business School, #107, Behind BSHL Telephone Exchange, Phase 1, Electronics City, 500100, Bangalore, INDIA (“ISBR”), as of the “Effective Date” (i.e., the date of the last signature) agree to implement an “Agreement for Educational Cooperation – Study Abroad Program” to allow students from ISBR to study at SUNY Plattsburgh in accordance with the principles and guidelines set forth below. The purpose of this Agreement is to enhance the educational experiences and the cultural understanding of the involved students.

It is agreed that:

1. Within the framework of this Agreement, “home institution” will mean ISBR as the institution in which a student is formally enrolled as a degree candidate, and “host institution” will mean SUNY Plattsburgh as the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis. “Student” will mean the student participating in the program written in this Agreement.
2. The purpose of the study abroad program established pursuant to this Agreement is to enable students from ISBR to take classes, but not to study for a degree, at SUNY Plattsburgh. Courses passed at the host institution will normally be accepted for credit towards the degree at the home institution. It will be the responsibility of each student participating in the study abroad program to obtain official approval from their home institution for courses taken at the host institution.
3. Academic year in the context of SUNY Plattsburgh as the host institution means fall semester (August-December), spring semester (January-May), or full academic year (August-May). ISBR students will be allowed to participate in the study abroad program during fall, spring, or academic year. The normal length of the stay of study abroad students will be one semester or one academic year. Students shall not stay longer than 12 months, except by official approval of both institutions.
4. Students shall normally be enrolled as full-time and non-degree students taking courses at the host institution. ISBR will send to SUNY Plattsburgh only ISBR students. It is agreed that the host institution will not accept guest students from the home institution except under the provisions of this Agreement. This Agreement does not apply to students wishing to transfer from one of the participating institutions to the other.
5. Students will be screened for eligibility for admission to the study abroad program by the home institution. The home institution shall respect the admission requirements and enrollment constraints of the host institution. Students participating in the study abroad program will be subject to the standard rules, regulations, and enrollment constraints of the host institution in the selection of courses. This includes requirements of language proficiency. The host institution shall have final authority on admission decisions.



Students who are accepted for a full academic year must be in good standing (at least a 2.5 GPA on a 4.0 scale) upon completion of the first semester at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students. If such has not been achieved, the host institution may ask said student to return to her/his home institution. The host institution will consult with the home institution before finalizing such action.

6. The language of instruction, as determined by SUNY Plattsburgh as the host institution, is English. It is agreed that students from ISBR must be proficient in English to participate in the study abroad program offered pursuant to this Agreement. (See Appendix A: English Proficiency for Admission to SUNY Plattsburgh)
8. The obligations of the two institutions under this Agreement are limited to student enrolled in the study abroad program only and do not extend to spouses and dependents.
9. ISBR students will pay all usual tuition and fees either directly to SUNY Plattsburgh or tuition or fees may be collected by the home institution and paid to the host institution. SUNY Plattsburgh will bill incoming students from ISBR directly, and students will be responsible for paying their bills directly to SUNY Plattsburgh.
10. In the event that a student withdraws from the program before it has begun or during the course of the program, all refunds shall be made in accordance with the following:
 - a. All withdrawals must be made by notifying the host institution in writing.
 - b. If an ISBR study abroad participant withdraws from the program, SUNY Plattsburgh will issue a refund of any tuition or fees paid based on the refund schedule established according to SUNY Board of Trustees policies and published on the SUNY Plattsburgh web site.
11. Neither SUNY Plattsburgh nor ISBR, whether serving as home institution or host institution, will be responsible for the costs of room, board, travel, visa fees, passports, living expenses during extended academic recesses (i.e., holidays, winter and spring break periods), excess baggage shipment and storage, independent travel, or other personal expenses (including books) of the students participating in the program. The parties acknowledge that they will require the students to pay these costs.
12. Both parties agree that it is the responsibility of the home institution to provide any financial aid for which their students may be eligible and the host institution will not offer additional aid without informing the home institution.
13. Monetary consideration exchanged between the two institutions will be limited to that provided for in this Agreement. There shall be no reimbursements for expenses, or sharing of fees or revenues arising from the study abroad program established pursuant to this Agreement, except as provided for herein.
14. SUNY Plattsburgh will provide incoming study abroad ISBR participants with applicable grants and scholarships for which each student is eligible.

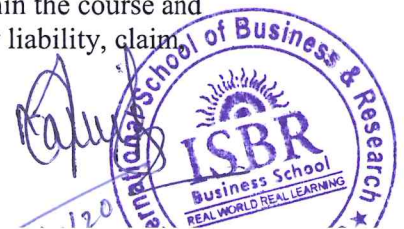


15. ISBR students shall be accommodated in one of SUNY Plattsburgh's residence halls.
16. Each institution shall have the right to require that students obtain acceptable insurance coverage.

SUNY Plattsburgh requires SUNY students to purchase the insurance policy approved by the SUNY System Administration. SUNY Plattsburgh requires incoming ISBR students to enroll in the SUNY-approved insurance. The student will pay the cost of any required insurance.

Minor illnesses may be treated at the host institution's health center. However, hospital and other medical expenses are the sole responsibility of each student. All students must carry health, emergency evacuation and repatriation insurance that is valid in the host country. Each institution will use reasonable endeavours to ensure that their students sent under this agreement are adequately insured, based on requirements set by the host institution.

17. The host institution will provide incoming study abroad students with pre-arrival instructions, an orientation program upon arrival, visa application and immigration compliance advising, academic advising, support services, and assistance with finding university-provided housing, as available to other students.
18. The home institution will provide academic counseling to its students who express interest in the study abroad program to ensure that the academic courses taken at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid the home institution in course equivalency evaluation.
19. Students enrolled in the study abroad program will be governed by the same regulations and performance standards that pertain to other students at the host institution. The host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action.
20. Academic achievement reports will be sent to the home institution at the conclusion of each semester. In most cases, this will be institutional transcripts, used at the discretion of the host institution.
21. The host institution agrees to fulfill its responsibilities under any applicable immigration laws and assist students, to the fullest extent possible, in obtaining any documents or information needed to obtain the visas required by the government of the host country.
22. ISBR shall be responsible for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including but not limited to reasonable counsel fees and disbursements), arising out of or related to this Agreement and attributable to the acts of that party or its officers or employees. Subject to the availability of lawful appropriations and consistent with section 8 of the New York State Court of Claims Act, SUNY Plattsburgh shall be responsible for any final judgment of a court of competent jurisdiction to the extent arising from or related to this Agreement and attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment. Such responsibility does not apply to any liability, claim,



damage, suit or judgment arising from acts done, or omissions made, by or on behalf of any third party, or such third party's officers, employees or agents. Neither party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages, including, but not limited to, loss of profits, regardless of cause and regardless of whether that party has been notified of the possibility of such damages. Neither party shall be liable to the other or any third party for the acts of the other, nor shall they be liable for the acts of students.

23. Nothing in this Agreement shall be construed to create a legal right in any student participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.
24. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, sexual orientation, age, marital status, ethnicity, religion, national origin, or handicap.
25. The parties, having entered into this Agreement, shall be allowed to promote that the other institution is its affiliate with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating organization in a manner that complies with the then-current logo use policy and is pre-approved in writing by the other institution. Each institution reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either institution must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the other institution, the organization must immediately stop publishing that usage of the logo and/or name, and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.
26. This Agreement shall commence on the Effective Date, as the date of the last signature, and continue to be effective for five years (i.e., from the 2021-2022 academic year through the 2026-2027 academic year). It shall be subject to revision, modification or renewal at any time by mutual written agreement signed by both parties. Either party may terminate the Agreement by written notice submitted at least ninety (90) days in advance of the next academic semester of the other institution. Absent extenuating circumstances, the parties will work together to ensure that termination of this Agreement will not negatively affect students already engaged in the study abroad program.

At the end of the 5 years, the parties may extend this Agreement for a further fixed term the length of which is to be agreed by the parties and the extension recorded in writing, following an evaluation of all components of the program.

27. Disputes involving this Agreement, including the breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.
28. Primary contacts for this Agreement are:

Any notice to parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by registered mail, addressed as follows or to such other



addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

TO State University of New York (SUNY) Plattsburgh:

Name: Jacqueline Girard Vogl
Title: Director of International Education
Address: 101 Broad St Kehoe 210 Plattsburgh, NY 12901 USA
Phone: +1-518-564-3287
Email: vogljg@plattsburgh.edu

TO ISBR Business School:

Name: Ms. Shashin Singh
Title: Manager, International Office
Address: #107, Behind BSNL Telephone Exchange, Phase 1, Electronics City – 500100,
Bangalore, INDIA
Phone: +91.9741834888
Email: internationalrelations@isbr.in

or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

29. This Agreement, including annexed exhibits, constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of the Agreement are hereby superseded. This Agreement is prepared in English, two original copies. Both versions are the same and exactly equal in legal value.
30. The persons executing this Agreement on behalf of ISBR and SUNY Plattsburgh represent that they are duly authorized to do so.



Date: