

### MOU for ATS Center of Excellence

1. This Memorandum of Understanding is being executed on **30/07/2018** between **M/s ATS InfoTech Pvt.Ltd. A Microsoft-AEP (Authorized Education Partner)** having its Registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by **Mr. Sandeep Giyyan Jethani (Director Operations)** hence for purpose of MOU known as '**Delivery Partner**' and **Vidylankar School of Information Technology** represented by **Dr. Rohini Kelkar (Principal)**, hence for purpose of MOU known as '**Resource Partner**'.
2. **As an ATS center of excellence (partner) college would offer programs of Oracle and Microsoft in their campus through ATS Infotech Pvt Ltd.**
3. College would become Oracle partner and get all benefits that come pre-bundled with the same and also become a Certiport authorized testing partner and offer various certifications from vendors like Microsoft, Autodesk, Adobe, Ic3 etc. in their campus to students from various streams like IT/ CS, ECE, E&TC, mechanical, commerce, finance, marketing etc. **however, Oracle WDP will be activated once the college gives minimum 50 Oracle students.**
4. **ATS would provide an ATS center of excellence plaque and board to the institution to be displayed outside the college for branding and promotion purpose.**
5. **As part of ATS center of excellence college would get special discount on mentorrubby.com a smart aptitude preparation portal for its students on slabs of min 500 and 300 licenses.**
6. **As part of ATS center of excellence college would also get free licenses of mentorrubby academic engine which college can use for academic purpose.**
7. Resource partner would provide min number of students per year in order for the ATS center of excellence to be activated as per the table below

S NO.	PROGRAM	CERTIFICATE BODY	PRICE
1	Microsoft Certifications MTA	Microsoft	2900 (all inclusive)
2	Oracle Programs	Oracle Academy	6102+ 18% GST



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8. Delivery Partner would be offering Certifications to students from different vendors and those who pay the exam fees would be getting bundled training mapped to the certifications.
9. The tenure of the contract would be for a period of three years i.e. from **30/07/2018 to 29/07/2021**, same cannot be terminated for min period of one year from the date of signing of the MOU.
10. Delivery Partner would bundle a **'free of charge'** faculty development Program once a year for the faculty members of the **resource partner**.
11. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 10% of the total students enrolled in academic year.
12. Students would be receiving a conformation mail of their voucher being booked and entitlement to free training/workshop, once they register either online or offline.
13. The fee charged is against Microsoft /other vendor Certification exam and all other services like training are bundled along with it and cannot be linked anywhere with the release of payment to **delivery partner** (incase if the certification fees is collected by **resource partner**).
14. Student would be receiving their **transcript and certificates** for the exam directly in their account in e-format, from the specific vendor like Microsoft /Oracle/Certiport etc. post successfully clearing the exam.
15. In case of Oracle students would receiving their e-kits in the official ids, and they can download the learning material and certificates directly from Oracle website.
16. Resource Partner would be Provided **15% 'Resource Utilization Fees'** against their own students and **20% for students from other colleges** against use of infrastructure and other resources for the bundled program.
17. It would be the responsibility of the Resource Partner to provide necessary infrastructure within college, like labs with Computers, LCD Projector's, internet etc. for the execution of the **bundled training** and conducting the **Certification Exam**.
18. For setting up the center of excellence college would provide a lab that would be configured as per requirements of the various certification programs and for IOT **once kits are handed over college they would assign a spoc(Single Point Of Contact) who would take care of their up-keep , like to whom it's being issued , whether they are returning it in working condition, and that its being used as per the guidelines shared, their safety, security would be completely the responsibility of college.**
19. Resource partner would allocate time slot either on weekends/holidays /regular slot form in 6-8hrs or as per mutual consent with delivery partner for execution of FREE training in their cam-pus.
20. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.



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21. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and govt taxes as and when applicable by the Govt of India. However, a proper communication would be provided, whenever there is impact on the same.
22. **"Resource Partner"** cannot hire or take services from any current full time /part time, ex- employee of the Delivery Partner either directly or indirectly for any fulltime or part time assignment for minimum period of one year from the date of expiry of contract. This is related to the services and the training/certifications program that ATS infotech offers.
23. **"Resource Partner"** must follow time to time rules/regulation & operational protocols laid down by Microsoft/Certiport/ Oracle and other international vendors for their respective certification.
24. In case of any dispute, or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties "however the court of jurisdiction would be Delhi.
25. **Resource Partner** would issue a letter of completion upon successful completion of the certification and bundled training program.
26. During one semester and for each stream college can choose only one program in each year, multiple programs cannot be offered at one time to the same audience, unless it's a pure online program.
27. The resource partner will help the delivery partner, M/S ATS Infotech Pvt Ltd in achieving 150 students in MS certification In the academic year 2018-19.
28. As per discussion IOT lab setup process would be initiated immediately in good faith by Delivery Partner, however college commits to honor its commitment mentioned in point number one.
29. The IOT kits will be delivered to the college by July end/ Aug first week.
30. The resource partner will collect the payment from the students and will release the amount after deducting the college share to the delivery partner after the successful completion of training but before certification process.
31. The delivery partner will collect the payment from outside students and will release the RUF of those students after the successful completion of training.
32. For the period of contract, each year college would allow us to conduct seminars in all departments to register students for various certifications mapped programs.
33. The lab setup would consist of 10 raspberry pi 3 based kits with all sensors and accessories.
34. Details of the programs offered under ATS – COE with pricing:



*Praveen*

*Sandeep Jethi*



Sr no	Certification mapped free Workshop	Certification Exam Cost with two Attempts after discount	Reg Amount	Program Duration
1	Business Analytics Using R	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs
2	Digital Marketing	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs
3	Advance Excel	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs.
4	Cross Platform Mobile App. Dev Mapped to Microsoft MTA exam 98-735	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs
5	IOT Mapped to Microsoft MTA exam 98-361	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs
6	Cyber Security with Crypto Currency and Bitcoin Mapped to Microsoft MTA exam 98-367	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs
7	Robotics Mapped to Microsoft MTA exam 98-361	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24 hrs



*Rakelb*

*Sandip Jhu*



8	Data Science	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24hrs
9	Java and Android	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24hrs
10	Python	2900(Inclusive GST) Students will get 2 <sup>nd</sup> attempt sponsored /free from us incase if they fail in 1 <sup>st</sup> attempt	One Shot	20-24hrs
11	Oracle IOT Summer/Winter training	6102+18% GST with oracle e-kit + Oracle WDP Certificate and Microsoft Certification	One Shot	60hrs
12	Oracle Java Summer/Winter training	6102+18% GST with oracle e-kit + Oracle WDP Certificate and Microsoft Certification	One Shot	60hrs
13	Oracle PL/SQL Summer/Winter training	6102+18% GST with oracle e-kit + Oracle WDP Certificate	One Shot	60hrs

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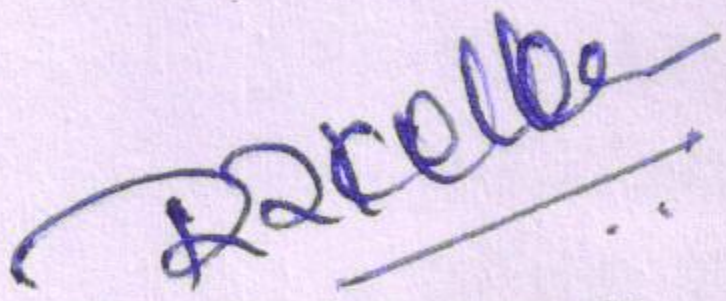
*Sandip Jeyani*



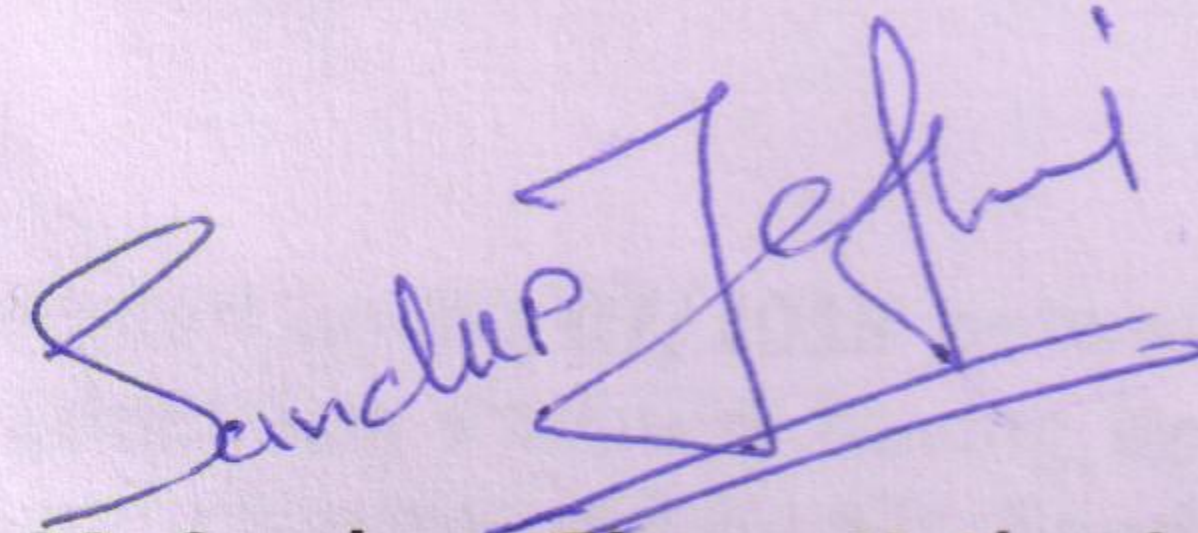


For  
Vidylankar School of Information Technology

For  
ATS Infotech Pvt.Ltd



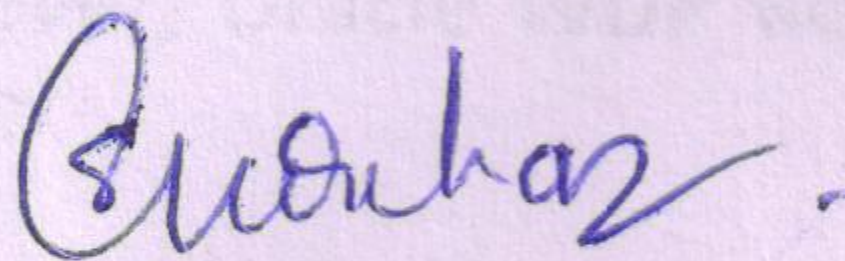
Dr. Rohini Kelkar  
(Principal)

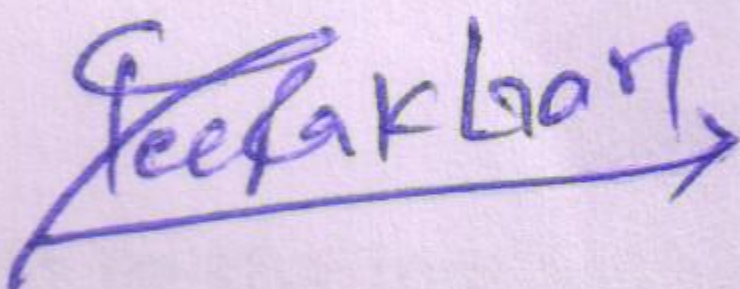


Mr. Sandeep Giyyan Jethani  
(Director Operations)  
(Authorized Signatory)

Witness: Dr. Sarika Chohan

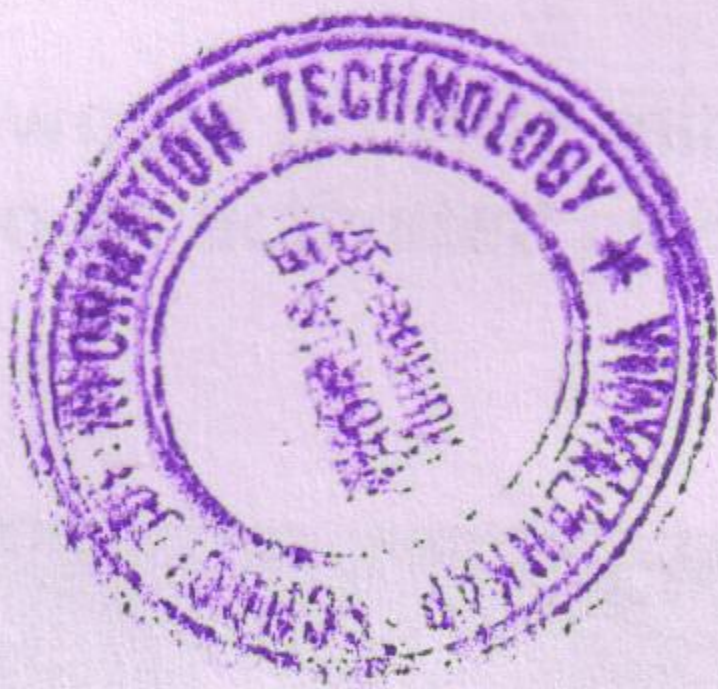
Witness: Deepak R. Lareg  
(Business Development Manager)

Signature: 

Signature: 

Date: 30/07/2018

Date: 30/07/2018







Confederation of Indian Industry

# Membership Certificate

This is to certify that  
**VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY**  
is a member of the Confederation of Indian Industry(CII),  
bearing Membership No.W4875I.  
This certificate shall be valid up to 31 Dec 2018



**Chandrajit Banerjee**  
Director General  
Authorised Signatory

CII, The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road, New Delhi 110 003(India)  
Tel:91 11 24629994-7 | Fax:91 11 24626149 | Email:info@cii.in | Website: mycii.in



# Computer Society of India™

is pleased to certify that

**Vidyalankar School of Information Technology**

**Mumbai - 400037**

**Maharashtra**

is an

**Educational Institution Member**

(Membership Number I01851)

of

# Computer Society of India

*Rajan T Joseph*  
Director (Education)

(Validity of this certificate is subject to renewal  
of CSI membership and other norms of the Society)

**Valid till 30<sup>th</sup> June 2017**

Chennai

1<sup>st</sup> April 2014





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(Validity of this certificate is subject to renewal  
of CSI membership and other norms of the Society)

**Valid till 30<sup>th</sup> June 2022**

Chennai

1<sup>st</sup> July 2017

*Arunlayak*  
Hon. Secretary



MARCH 2, 2018

DR. SARIKA CHOUHAN  
214/10 WESTERN RAILWAY COLONY  
S.V.ROAD,BANDRA (WEST)  
MUMBAI - 400050  
INDIA

Dear Dr. Sarika Chouhan:

Welcome to the IEEE Student Branch program! On behalf of the Member and Geographic Activities Board, we have approved your petition to form an IEEE Student Branch at Vidyalankar School of Information Technology.

Your Student Branch is located in Region 10 and your activities will be of interest to the volunteers listed below:

Kukjin Chun, Region 10 Director  
Rajesh Ingle, Region 10 Student Activities Chair  
Pasan Pethiyagode, Region 10 Student Representative  
Abhay Phansikar, Bombay Section Chair

Your Student Branch code is **STB10107** and your School Code is **60117725**. Please be sure to use them on all correspondence and reporting forms. To ensure that the students are properly assigned to your Student Branch, they should join IEEE online at <http://www.ieee.org/join> and use the school search to find the school name Vidyalankar School of Information Technology.

Once again, congratulations. If Member and Geographic Activities can be of any assistance to you, please do not hesitate to contact us for assistance or information.

Sincerely,



Cecelia Jankowski  
Managing Director  
Member and Geographic Activities

cc:

K. Chun – Region 10 Director  
R. Ingle – Region 10 Student Activities Chair  
P. Pethiyagode – Region 10 Student Representative  
A. Phansikar – Bombay Section Chair  
N. Venkatesan – Student Branch Chair





भारतीय प्रौद्योगिकी संस्थान मुंबई  
पवई, मुंबई-400 076, भारत

**Indian Institute of Technology Bombay**  
Powai, Mumbai-400 076, India

दूरभाष/Phone : (+91-22) 2572 2545

फैक्स/Fax : (+91-22) 2572 3480

वेबसाईट/Website : [www.iitb.ac.in](http://www.iitb.ac.in)

IIT Bombay

## **LETTER OF ASSOCIATION**

To,  
The Principal,  
**Vidyalankar School of Information Technology (VSIT)**  
Vidyalankar Educational Campus, Vidyalankar College Rd, Wadala East, Deen Bandhu Nagar,  
Antop Hill, Mumbai, Maharashtra 400037

Date - 30/11/2020

We are happy to announce the ASSOCIATION of Knowledge Partner Spoken Tutorial Program, IT Bombay with **Vidyalankar School of Information Technology (VSIT)**. Your College is officially now an **Academic Center** for initiating Spoken Tutorial Training. The Program is a part of the National Mission on Education through ICT, MHRD, Govt. of India, to spread IT Literacy all over India. We are promoting the learning and usage of Free & Open Source Software (FOSS), through an Audio-Video teaching tool, viz, 'Spoken Tutorial'.

We support and motivate colleges to train students on Basic Computer Skills, Software and IT. The course and the training is offered for Rs. 25,000 per year to all the Colleges.

You are making an outstanding contribution of using ICT based teaching and learning methodology for students of your College.

Yours Sincerely,

*For and On behalf of*  
**Spoken Tutorials,**  
**Indian Institute of Technology Bombay**

*Shyama Iyer.*

**Mrs. Shyama Iyer**  
**National Coordinator**  
**Spoken Tutorial Project, IIT Bombay**







NATIONAL PROGRAMME ON  
TECHNOLOGY ENHANCED LEARNING

A JOINT VENTURE OF INDIAN INSTITUTE OF TECHNOLOGY & INDIAN INSTITUTE OF SCIENCE

NPTEL

2019-03-01

To  
The Principal  
VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY  
VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY,  
VIDYALANKAR EDUCATIONAL CAMPUS  
VIDYALANKAR COLLEGE MARG,  
MUMBAI - 400 037,  
MAHARASHTRA,  
Dear Sir/Madam,

Sub: Establishing SWAYAM NPTEL Local Chapter in your college

Greetings from the NPTEL office.

This is to acknowledge the receipt of your letter accepting to host SWAYAM NPTEL Local Chapter in your institution.

The Single Point of Contact (SPOC) nominated from your college is

Name of SPOC: HEENA VINOD KAPADIA  
Designation: ASSISTANT PROFESSOR CUM M.SC.I.E. COORDINATOR  
Department: INFORMATION TECHNOLOGY  
Contact No(s): 9833319001  
E-mail id: spoc.vin@ gmail.com

We wish to inform you that all future correspondence related to NPTEL contents and online courses will be made to the afore-mentioned SPOC. He/she will be routinely updated with all the latest NPTEL initiatives which then may be circulated among the students.

We are also happy to share that a dedicated SWAYAM NPTEL Local Chapter web page is being created and your institution will have a separate page on it (<http://npTEL.ac.in/LocalChapter>).

Thanking you

Sincerely

Prof. R. K. Shewgaonkar  
Principal Investigator  
IT @OMBAY





DATED 1<sup>st</sup> OCTOBER 2014

REG/13/160

ARTICULATION AGREEMENT FOR THE ENTRY OF STUDENTS TO ASTON  
UNIVERSITY PROGRAMMES

BETWEEN

ASTON UNIVERSITY, BIRMINGHAM, UNITED KINGDOM

AND

VIDYALANKAR DNYANAPEETH TRUST, INDIA





This Agreement is made the 1<sup>st</sup> day of OCTOBER 2014

**BETWEEN**

**ASTON UNIVERSITY** whose administrative offices are at Aston Triangle, Birmingham B4 7ET ("Aston"); and

**VIDYALANKAR DNYANAPEETH TRUST** whose Colleges are at the Vidyalankar campus at Vidyalankar College Marg, Wadala (E), Mumbai 400 037 India ("VDT")

**SECTION 1 - SUMMARY**

Aston and VDT hereby agree to cooperate on the following activities in a collaborative agreement from the Effective Date and for the period stated in Part 3 below. The collaboration is on the basis of the terms and conditions set out in Section 2 (*Terms and Conditions*) below.

**PART 1: PURPOSE OF COOPERATION**

This Agreement is intended to further the mutual interests and to foster and develop cooperation between the two parties in accordance with their individual mission and objectives.

**PART 2: STATEMENT OF INVOLVEMENT**

This Agreement will include the recognition of awards for University entry and an agency arrangement.

**PART 3: AGREEMENT**

The Agreement will be effective for a period of five years from the Effective Date unless terminated earlier or extended in accordance with the terms of the Agreement.

The terms of such mutual assistance and necessary budget for each activity shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular activity.

The subjects of this Agreement are the Programmes.

This Agreement comprises

- Section One: Summary
- Section Two: Terms and Conditions
- Section Three: Financial Memorandum



## SECTION 2 - TERMS AND CONDITIONS

### 1. Scope of the Agreement

1.1 This Agreement sets out the arrangements whereby the relevant Courses delivered by VDT and validated by an Affiliate Body are suitable preparation to enable appropriately qualified students to Articulate to the applicable stage of the Programmes as set out in the following table:

Course run in VDT's Colleges	Aston Programme to which Articulation is approved	Progression of students – number of years		Details of progression and/or Prior Credit arrangement
		At VDT's Colleges	At Aston, UK	
BSc (Information Technology), affiliated to University of Mumbai	BSc Software Engineering, final stage	2 (or 1 year for students who have completed Engineering Diploma and are directly admitted to second year of the BSc IT course)	1	<p>Students who have achieved an average of 55% marks (or the equivalent according to the University of Mumbai's Grading Scheme) averaged over years 1 and 2 on the BSc Information Technology together with a pass (at 40%) in both the modules CS1410 (Java Programme Development) and CS2010 (Group Project) will be admitted to the final stage of the Aston programme*</p> <p>Diploma students entering directly onto the 2<sup>nd</sup> year of the BSc IT who have achieved an average of 55% marks (or the equivalent according to the University of Mumbai's Grading Scheme) in year 2 of the BSc Information Technology together with a pass (at 40%) in both the modules CS1410 (Java Programme Development) and CS2010 (Group Project) will be admitted to the final stage of the Aston programme*</p>
BSc (Information Technology), affiliated to University of Mumbai	MEng Software Engineering, Third stage	2 (or 1 year for Students who have completed Engineering Diploma and are directly admitted to second year of the B.Sc. IT course)	1+1 or 1+1+1 (with Internship)	<p>Students who have achieved an average of 60% marks (or the equivalent according to the University of Mumbai's Grading Scheme) averaged over years 1 and 2 on the BSc Information Technology together with a pass (at 40%) in both the modules CS1410 (Java Programme Development) and CS2010 (Group Project) will be admitted to the third stage of the Aston programme**</p> <p>Diploma students entering directly onto the 2<sup>nd</sup> year of the BSc IT who have achieved an average of 60% marks (or the equivalent</p>



Course run in VDT's Colleges	Aston Programme to which Articulation is approved	Progression of students – number of years		Details of progression and/or Prior Credit arrangement
		At VDT's Colleges	At Aston, UK	
				according to the University of Mumbai's Grading Scheme in year 2 on the BSc Information Technology together with a pass (at 40%) in both the modules CS1410 (Java Programme Development) and CS2010 (Group Project) will be admitted to the third stage of the Aston programme**
Electronics and Telecommunication Engineering Diploma Program [EJ], affiliated to Maharashtra State Board of Technical Education	MEng Electrical and Electronic Engineering (accelerated), second stage	3	3 [1+1+1 (with internship)]	<p>Students who have achieved 60% in the final year on the Electronics and Telecommunication Engineering Diploma will be admitted to the second stage of the Aston programme***</p> <p>Continuation on the MEng route is dependent on students achieving an average of 60% in the second stage at Aston and securing a suitable industrial or study placement. The MEng Electrical and Electronic Engineering programme specification outlines alternatives for Aston students who are unsuccessful in achieving these requirements.</p>
Electronics and Telecommunication Engineering Diploma Program [EJ], affiliated to Maharashtra State Board of Technical Education	MEng Electronic Engineering and Computer Science (accelerated), second stage	3	3 [1+1+1 (with internship)]	<p>Students who have achieved 60% in the final year on the Electronics and Telecommunication Engineering Diploma will be admitted to the second stage of the Aston programme. Students will have to have studied existing Vidyalankar modules Java Programming and Advanced Java Programming and passed them at 40%.****</p> <p>Continuation on the MEng route is dependent on students achieving an average of 60% in the second stage at Aston and securing a suitable industrial or study placement. The MEng Electronic Engineering and Computer Science programme specification outlines alternatives for students who are unsuccessful in achieving these requirements.</p>



Course run in VDT's Colleges	Aston Programme to which Articulation is approved	Progression of students – number of years		Details of progression and/or Prior Credit arrangement
		At VDT's Colleges	At Aston, UK	
Computer Engineering Diploma [CO], affiliated to Maharashtra State Board of Technical Education	MEng Electronic Engineering and Computer Science (accelerated), second stage	3	3 [1+1+1 (with internship)]	<p>Students who have achieved 60% in the final year on the Computer Engineering Diploma will be admitted to the second stage of the Aston programme*****</p> <p>Students will have to have studied existing Vidyalankar modules Linear Integrated Circuits and Electronic Components and Applications and passed them at 60%.</p> <p>Students will have to have studied existing Vidyalankar modules Java Programming and Advanced Java Programming and passed them at 40%***** or a pass (at 40%) in the module CS1410 (Java Programme Development)</p> <p>Continuation on the MEng route is dependent on students achieving an average of 60% in the second stage at Aston and securing a suitable industrial or study placement. The MEng Electronic Engineering and Computer Science programme specification outlines alternatives for Aston students who are unsuccessful in achieving these requirements.</p>
Information Technology Diploma [IF], affiliated to Maharashtra State Board of Technical Education	MEng Electronic Engineering and Computer Science (accelerated), second stage	3	3 [1+1+1 (with internship)]	<p>Students who have achieved 60% in the final year on the Information Technology Diploma will be admitted to the second stage of the Aston programme*****</p> <p>Students will have to have studied existing Vidyalankar modules Linear Integrated Circuits and Electronic Components and Applications and passed them at 60%.</p> <p>Students will have to have studied existing Vidyalankar modules Java Programming and Advanced Java Programming and passed them at 40%***** or a pass (at 40%) in the module CS1410 (Java</p>



Course run in VDT's Colleges	Aston Programme to which Articulation is approved	Progression of students – number of years		Details of progression and/or Prior Credit arrangement
		At VDT's Colleges	At Aston, UK	
				Programme Development)  Continuation on the MEng route is dependent on students achieving an average of 60% in the second stage at Aston and securing a suitable industrial or study placement. The MEng Electronic Engineering and Computer Science programme specification outlines alternatives for Aston students who are unsuccessful in achieving these requirements.
Information Technology Diploma [IF], affiliated to Maharashtra State Board of Technical Education	BSc Computing Science, second stage	3	2	Students who have achieved 60% in the final year on the Information Technology Diploma will be admitted to the second stage of the Aston programme  Students will have to have studied existing Vidyalankar modules Java Programming and Advanced Java Programming and passed them at 40%**** or a pass (at 40%) in the module CS1410 (Java Programme Development)

\*Pending Semester IV results, students who have scored an average of at least 55% marks (or the equivalent according to the University of Mumbai's Grading Scheme) in the first, second and third semester will provisionally be admitted to Aston.

\*\* Pending Semester IV results, students who have scored an average of at least 60% marks (or the equivalent according to the University of Mumbai's Grading Scheme) in the first, second and third semester will provisionally be admitted to Aston.

\*\*\* Pending Semester VI results, students who have scored at least 60% marks in the semester V will provisionally be admitted to Aston.

\*\*\*\* Pending Semester VI results, students who have scored at least 60% marks in semester V together with the additional grade requirements stated for the Java Programming and Advanced Java Programming modules will provisionally be admitted to Aston.

\*\*\*\*\* Pending Semester VI results, students who have scored at least 60% in semester V together with the additional grade requirements stated for the Linear Integrated Circuits, Electronic Components and Applications, Java Programming and Advanced Java Programming modules will provisionally be admitted to Aston

1.2 This Agreement also sets out the basis on which VDT will provide Agency Services to Aston.



1.3 The parties may collaborate in other respects as more particularly set out in clauses 6.2 and 9 of Section 2 (*Terms and Conditions*) of this Agreement.

1.4 Subject to clause 3 of Section 2 (*Terms and Conditions*), this Agreement will be effective for a period of five years from the Effective Date, after which it will be formally reviewed by the Parties and if the Parties agree it may be extended or renewed, as appropriate.

## 2. **Signatories**

2.1 The signatories for Aston are Mrs Judith Whitaker, Chief Operating Officer and Professor Bjorn Birgisson, Executive Dean of The School of Engineering & Applied Science, who have the authority to act on behalf of Aston with regard to this Agreement.

2.2 The signatory for VDT is Professor Ravindra R. Nadkarni, Dean (Academics), Vidyalankar Group of Educational Institutes, who has the authority to act on behalf of VDT with regard to this Agreement.

## 3. **Approval of Affiliate Bodies**

VDT warrants and represents that each of its Courses are affiliated to an Affiliate Body and Aston hereby confirms its approval of the Affiliate Bodies as affiliates for the Courses.

## 4. **VDT's Obligations**

4.1 VDT shall:

4.1.1 provide its Courses and Agency Services in accordance with:

- (i) the terms of this Agreement,
- (ii) all Applicable Law, and
- (iii) all reasonable care, diligence and skill;

4.1.2 obtain and maintain at all times at its own expense any licences, permits, approvals or consents (whether governmental, regulatory or otherwise) required or advisable to enable VDT to deliver the Courses and provide the Agency Services under the terms of this Agreement and shall indemnify and keep indemnified Aston from and against all claims, losses, damages and expenses in respect of any breach of this obligation;

4.1.3 follow and comply with the Policies and Regulations;

4.1.4 use its best endeavours to promote the Programmes;

4.1.5 promptly inform Aston of any matters generally likely to be relevant in relation to the marketing of and recruitment to the Programmes within India and all enquiries concerning the Programmes which it receives from potential students outside India;



- 4.1.6 comply with the terms of Aston's admissions policy (for each Programme) as notified to it under clauses 5.1.4 and 7.4 of Section 2;
- 4.1.7 assist prospective students in completing applications for admission to the Programmes but to exclude any students who do not possess the minimum academic qualifications required by Aston;
- 4.1.8 promptly forward to Aston all application forms completed by potential students together with all of the necessary supporting documentation;
- 4.1.9 where practical and where required by Aston, to provide individual students and potential students with additional tests of competence as part of the admission process and forward the results of such tests to Aston for assessment;
- 4.1.10 where material contains the name, logo or anything similar thereto of Aston or which refers to Aston in connection with a Programme only to use that material to market such Programme where Aston has provided its prior written consent;
- 4.1.11 only provide, publicise and disseminate such information and material relating to the Programmes as Aston may from time to time select or approve in writing prior to use;
- 4.1.12 provide sympathetic and accurate guidance to prospective students on all aspects of living and studying at Aston and in Birmingham, including notifying the students of the admissions policy operated by Aston and the procedure for applying to Aston and appropriate follow-up in respect of student visa requirements to meet the criteria of the UKBA;
- 4.1.13 prepare and issue to each student an official transcript of that student's performance on the applicable Course to support the award of Prior Credit by Aston;
- 4.1.14 notify Aston of any changes to the curriculum of any Course to ensure that an appropriate match between the Courses and Programmes is maintained;
- 4.1.15 make students that are Articulating fully aware of the financial resources they will need to undertake their studies in the UK;
- 4.1.16 provide Aston, as and when required, with an interim report of students and/or potential students counselled in respect of whom VDT intends to recover payment as part of the Fee; and



- 4.1.17 promptly inform Aston of any complaint received from a student or potential student by VDT and co-operate fully in dealing with any such complaint.
- 4.2 VDT shall not:
- 4.2.1 undertake any promotion which may be counterproductive to any advertising campaign or publicity drive undertaken by Aston;
  - 4.2.2 seek or accept any payment, bribe, gift, hospitality or inducement from any potential student or body for carrying out the Agency Services which are intended to be performed hereunder for payment of the Fee, except for any administrative fees agreed with Aston of which the student shall be notified by VDT at the initial point of contact (although charges for additional services provided direct to potential students may be made where Aston has given its prior written consent to VDT);
  - 4.2.3 delegate or subcontract any duties or obligations arising under this Agreement to any third party unless previously expressly approved by Aston (in writing);
  - 4.2.4 describe itself as agent or representative of Aston except as expressly authorised by this Agreement and in particular not to represent itself as capable of admitting students for the Programmes or as being able to guarantee enrolment and/or in any way hold itself out as being authorised to bind Aston in any way or do any act which might reasonably create the impression that it is so authorised nor enter into any contract whatsoever on behalf of Aston;
  - 4.2.5 pledge the credit of Aston in any way;
  - 4.2.6 make or give any promises, warranties, guarantees or representations on behalf of Aston other than as previously authorised by Aston; and
  - 4.2.7 engage in any conduct which in the reasonable opinion of Aston is prejudicial to Aston and/or its reputation and/or the promotion of or the Programmes generally.

**5. Aston's Obligations**

- 5.1 Aston shall:
- 5.1.1 accept students in each academic year who Articulate from a Course for entry to the Programmes detailed in Section 3 (*Programme Specifications*) subject to payment by the student of the relevant Programme Fee in accordance with the Policies and Regulations, on condition that each student has:



- (i) successfully completed the relevant Course and achieved the average marks as specified in clause 1.1 of Section 2 (*Terms and Conditions*) and received a satisfactory academic transcript issued by VDT's College confirming this;
- (ii) satisfied any other conditions set out in the table in clause 1.1 of Section 2 (*Terms and Conditions*);
- (iii) submitted an acceptable academic reference from VDT;
- (iv) met with one of the following English Qualifications:
  - Indian standard 12<sup>th</sup> English at 70% or above,
  - IELTS 6.0 overall, or
  - TOEFL: 78 overall.Students not achieving any of the above qualifications will be considered on a case by case basis. A telephone interview or a written report may be required depending on the circumstances; and
- (v) completed and submitted the necessary application form.

5.1.2 provide a Liaison Officer;

5.1.3 monitor the academic content and standard of the VDT Courses to ensure that the amount and level of Prior Credit recognised in respect of the Courses remains appropriate;

5.1.4 notify VDT of the admissions criteria for each Programme and Policies and Regulations by publication on the Aston's website, including student visa requirements to meet the criteria of the UKBA and if requested by VDT, conduct a session via videoconference for the students on such requirements;

5.1.5 notify VDT of any changes to the curriculum of the Programmes to ensure that an appropriate match between the Courses and Programmes is maintained; and

5.1.6 pay the Fee and any reimbursement of marketing costs to VDT in accordance with the provisions of Section 3 (*Financial Memorandum*).

5.2 As at the Effective Date, VDT will provide Aston with a complete copy of the Course Specifications and Aston will provide VDT with a complete copy of the Programme Specifications. Any changes to the Programme Specifications are subject to approval in accordance with Aston's procedures before they are implemented. Aston will promptly provide the amended Programme Specifications to VDT. The Course Specifications may not be amended without the prior written approval of such changes by Aston. VDT will promptly provide the amended Course Specifications to Aston.

5.3 Entry to Aston Programmes of any students shall occur in the first or second academic year following completion of the relevant Course at VDT. Entry at



any later date shall be at the discretion of the Associate Dean for Undergraduate programmes, Engineering and Applied Science at Aston.

- 5.4 Aston's continued approval of VDT's Courses for entry to the specified Aston Programmes is subject to VDT maintaining affiliation of the Courses by its Affiliate Bodies. VDT agrees to inform Aston immediately should its Affiliate Bodies withdraw affiliation of the Courses or change the content of any Course. In the event that affiliation is withdrawn this Agreement will automatically terminate forthwith unless Aston agrees in writing to any alternative affiliation that is secured by VDT.
- 5.5 Both parties shall be responsible for maintaining a record of all formal decisions relating to changes to the Courses and/or Programmes.
- 5.6 Aston shall offer a limited number of bursaries for students that Articulate from VDT who score 70% or above (in either Semester IV of the BSc or Semester VI of the Diploma) or the equivalent according to the University of Mumbai's Grading Scheme.

## 6. Programme Management

- 6.1 The Executive Dean of the School of Engineering & Applied Science will appoint a Liaison Officer to be responsible for the management of the Articulation arrangement.
- 6.2 Where agreed by Aston and VDT in writing, teaching staff from the relevant Aston and VDT subject groups may collaborate over the production of teaching, learning and assessment materials and the delivery of syllabus material.

## 7. Recruitment and Registration of Students

- 7.1 VDT is responsible for promoting and marketing the Programmes in India and for providing information requested by prospective students. The cost of publicity and promotional material associated with the Programmes will be shared in accordance with clause 3 of Section 3 (*Financial Memorandum*). All advertisements and publicity material naming Aston must be agreed in writing by Aston's Liaison Officer prior to its use.
- 7.2 Agreement must be obtained, in writing in advance, for the use of Aston or VDT's name and/or logo by the other institution in any printed or electronic publicity and promotional material. A party using the other's name and/or logo may only do so in relation to this Agreement and shall comply with any requirements as to the use of that name and/or logo notified to it by the other party, and shall forthwith on demand by the other party cease any use of that name or logo which the other party believes is damaging to its reputation. Neither party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.
- 7.3 The Executive Dean of The School Of Engineering & Applied Science (or nominee) and VDT will agree target enrolment numbers well which will be reviewed annually.



- 7.4 Aston will provide VDT with a copy of its admissions policy and guidelines, and Aston's Admissions Tutors will ensure that their VDT counterparts are fully appraised of the Aston admissions policy and practice.
- 7.5 VDT acknowledges Aston's duties under the Equality Act 2010 and each party shall comply with all equality legislation including the Equality Act 2010 in force from time to time ("Equality Legislation"). Neither party shall engage in discrimination and/or harassment and/or victimisation including on the grounds of sex, race, disability, sexual orientation, age, religion or belief, gender reassignment and pregnancy and/or maternity.
- 7.6 Where an application to a Programme is made by a person with special needs Aston shall consider such an application in compliance with the Equality Legislation and in relation to the appropriate facilities required. Aston must consider whether it can accommodate a particular student's disability or needs prior to that student being made an offer of a place on the relevant Programme.

**8. Assessment Arrangements**

<b>Aston Programme</b>	<b>Percentage split of credits for accredited prior learning and modules taught at Aston</b>
BSc Software Engineering (no placement)	25% VDT 2 <sup>nd</sup> Stage 75% Aston F stage
MEng Software Engineering (with placement)	30% Aston 3 <sup>rd</sup> stage 10% Aston P stage 60% Aston F stage
MEng Software Engineering (no placement)	10% VDT 2 <sup>nd</sup> stage 30% Aston 3 <sup>rd</sup> stage 60% Aston F stage
MEng Electrical and Electronic Engineering (4 year accelerated with placement)	15% Aston 2 <sup>nd</sup> stage 35% Aston 3 <sup>rd</sup> Stage 50% Aston F stage
MEng Electronic Engineering and Computer Science (4 year accelerated with placement)	15% Aston 2 <sup>nd</sup> stage 35% Aston 3 <sup>rd</sup> Stage 50% Aston F stage

- 8.1 VDT will forward to Aston samples of Programme assignments and student work if required by Aston.
- 8.2 The VDT samples of Programme assignments and student work provided pursuant to clause 8.1 of Section 2 (*Terms and Conditions*) will, where applicable, be reviewed annually by Aston's external examiners appointed to the Programmes.
- 8.3 The language of teaching and assessment shall be English.

**9. Collaborative teaching**

Aston may from time to time accept teaching staff from VDT's Colleges on short staff development secondments related to the delivery and assessment of modules that are part of a Programme or Course. Such staff development secondments will be subject to the prior written agreement of Aston at the



relevant time and VDT shall be responsible for all costs associated with the visits.

## 10. Funding and Charges

- 10.1 The arrangements for funding, charges and payment will be as specified in Section 3 (*Financial Memorandum*).
- 10.2 Fees will normally be subject to UK Value Added Tax. The Fees payable under clause 1.1 of Section 3 (*Financial Memorandum*) will be inclusive of VAT and any relevant taxes.
- 10.3 All payments made under this Agreement shall be in pounds sterling.

## 11. Intellectual Property Rights

- 11.1 The Programme materials, Policies and Regulations, and any Intellectual Property Rights in them, whether in existence at the date of this Agreement or created during the programme of it, shall belong to Aston.
- 11.2 Unless otherwise agreed in writing, any other materials relating to the Agreement, and any Intellectual Property Rights in such materials, whether in existence at the date of this Agreement or created during the Term, shall belong to the party creating it. Following completion of such materials, each party will grant to the other a non-exclusive, non-transferable royalty-free licence to use such material for teaching purposes within a Programme only, but prohibiting the licensing or selling of the materials to any third party or from making copies of the materials except insofar as is reasonably necessary for the operation of such Programme.
- 11.3 If a party ("the Notifying Party") becomes aware of any actual or potential infringement or misuse of the other party's ("the Owning Party") name, logo or Intellectual Property Rights, or becomes aware of any allegation that any of the Owning Party's materials infringe the rights of a third party, the Notifying Party shall immediately inform the Owning Party in writing. The Notifying Party shall not settle or compromise any claims arising out of any such potential infringement, misuse or allegation. The Owning Party shall, at its own cost, have the conduct of any proceedings relating to its rights under this clause 11.3. The Notifying Party will provide the Owning Party with such reasonable assistance as the Owning Party may request in connection with any action the Owning Party takes under this clause 11.3.

## 12. Data Protection

- 12.1 Each party will ensure that all student records and Personal Data relating to students covered by this Agreement are held securely and confidentially. Each party will further ensure that:
- 12.1.1 no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the Agreement; and



- 12.1.2 it takes appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against loss or destruction of, or damage to, Personal Data processed by either party under this Agreement.

### 13. Confidentiality

- 13.1 Each party shall keep and ensure that their employees keep strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.
- 13.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:
- 13.2.1 required by law or by any relevant regulatory body;
- 13.2.2 disclosed on a strictly confidential basis to the professional advisers, auditors or bankers of that party;
- 13.2.3 the information has come into the public domain through no fault of that party; or
- 13.2.4 the other party has given prior written approval of the disclosure.

### 14. Freedom of Information

- 14.1 VDT acknowledges that Aston is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and of the Environmental Information Regulations 2004 ("the EIR") and shall assist and co-operate with Aston to enable Aston to comply with these information disclosure requirements. Where a request for information under the FOIA and/or the EIR submitted to Aston concerns information held by VDT on behalf Aston, VDT shall provide Aston with a copy of all the information requested in its possession or power in the form that Aston requires within a reasonable time of Aston requesting the information.
- 14.2 VDT further acknowledges that Aston may be required to disclose information concerning VDT and/or this Agreement in discharging its obligations under the FOIA and/or the EIR. Aston, having used reasonable endeavours to consult VDT and having considered VDT's views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed under the FOIA and/or the EIR or whether an exemption from disclosure applies.

### 15. Limitation of Liability

- 15.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury caused by its negligence or the negligence of its employees, contractors or agents or for liability for any fraudulent misrepresentation or dishonesty by it, its employees, contractors or agents.



15.2 Subject to clause 15.1 of Section 2 (*Terms and Conditions*), the total liability of each party to the other for any loss or damage, costs or expenses whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement, shall be limited in aggregate to the sum of £50,000 (fifty thousand pounds sterling).

15.3 Subject to clause 15.1 of Section 2 (*Terms and Conditions*), in no circumstances shall either party be liable to the other whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of loss of profits, revenue, business opportunity, loss of or cost of restoration of data or any other indirect, consequential, financial or economic loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

## 16. Term and Termination of the Agreement

16.1 The Agreement will take effect on the Effective Date and will continue for the duration of the Term.

16.2 If in Aston's reasonable opinion the academic standards of VDT's awards, the learning opportunities provided to students or Aston's name and/or reputation are at serious risk, Aston will notify VDT in writing. Such notice will require VDT to remedy the breach as soon as practicable and no later than 14 days after receipt and if VDT fails to remedy the breach in accordance with this clause 16.2 Aston may terminate this Agreement with immediate effect by notice in writing to VDT.

16.3 Arrangements for termination, howsoever caused, must include provision by VDT and Aston for continuing students to complete their studies on a Programme and any period of notice should take account of any re-examination/re-assessment requirements that may be outstanding in respect of such students.

16.4 Without prejudice to any other right or remedy, either Aston or VDT may terminate this Agreement at any time by notice in writing to the other if:

16.4.1 the other party is in material breach of this Agreement (which may, without limitation, consist of a series of minor breaches capable of remedy) it fails to remedy within 30 days of a notice in writing given by the aggrieved party to the party in default, specifying the breach and requiring the breach to be remedied; or

16.4.2 the other party suffers an Insolvency Event;

16.4.3 the other party suffers a reduction or withdrawal of funding; or

16.4.4 the other party has caused damage to the terminating party's reputation; or

16.4.5 the other party is subject to a change of control.

16.5 Upon the expiry or termination of this Agreement for whatever reason, VDT shall:



- 16.5.1 forthwith cease to operate the Agreement save except in respect of all students already offered a place on a Programme prior to the date of termination of this Agreement. Students shall be supported by VDT and Aston so as to ensure completion of their studies on the Programme;
  - 16.5.2 immediately discontinue the use of Aston's name, trademark and any logo associated with Aston;
  - 16.5.3 deliver to Aston all stationery, literature, manuals, papers and other documents, items and materials relating to the Programmes which are the property of Aston;
  - 16.5.4 hold Aston harmless and indemnify Aston in respect of losses, damages, costs and expenses incurred by Aston arising from the negligent act or omission or breach of this Agreement by VDT.
- 16.6 Termination or expiry of this Agreement shall not prejudice the rights of a party already accrued as at the date of termination or expiry.

**17. Notices**

- 17.1 All notices under this Agreement shall be in writing and may be served upon the other party by sending the notice by post or facsimile transmission addressed to the other party at the address given above or at such other address as a party shall from time to time by notice in writing give to the other for the purpose of service of notices hereunder.
- 17.2 Every such notice given under clause 17.1 above shall be deemed to have been served if served by post at the expiration of 4 days after dispatch of the same or, if sent by facsimile transmission, at 10:00 hours local time on the next normal business day of the recipient following dispatch, and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner aforesaid and, in the case of a facsimile transmission, that it was sent to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as a day on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient thereafter.

**18. Force Majeure**

- 18.1 If either party is affected by Force Majeure which prevents or hinders it in the performance by it of its obligations under the Agreement it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.
- 18.2 If the Force Majeure continues for longer than three months, such that a party is prevented or hindered in the performance by it of its obligations under the Agreement, either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.



18.3 Save as provided for in this clause 18, Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

**19. Law and Jurisdiction**

19.1 This Agreement shall be governed and construed in accordance with English law in every particular, including formation and interpretation and non-contractual disputes or claims, and shall be deemed to have been made in England.

19.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate form.

**20. Resolution of Disagreements**

20.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of or in connection with this Agreement. In the first instance, VDT's relevant Head of School/Department and the Aston Executive Dean of the School will seek to resolve any dispute relating to the Agreement. Where necessary or appropriate disagreements may be referred to the Senior Pro-Vice-Chancellor of Aston and the Principal of VDT.

20.2 If the matter is not resolved through negotiation either party may refer the matter to mediation, and the parties will attempt in good faith to resolve the dispute through mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution.

**21. Anti-Bribery**

Each party will comply with Anti-Bribery Law and not engage in any activity, practice or conduct which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK. Each party shall maintain policies and procedures to ensure compliance with Anti-Bribery Law and shall ensure that all of its employees, agents and/or subcontractors comply with such policies and procedures.

**22. Miscellaneous Provisions**

22.1 The headings in this Agreement are for ease of reference and do not form part of this Agreement nor affect its construction.

22.2 This Agreement shall not constitute and shall not be deemed to constitute a partnership and no party shall act nor purport to act as an agent for the other but solely as an independent contractor.





- 22.3 This Agreement may only be varied or amended in writing, signed on behalf of each of the Parties.
- 22.4 No party shall assign transfer or charge its rights and responsibilities under this Agreement or any of them, nor appoint any sub-contractor or agent without the prior written consent of the other.
- 22.5 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 22.6 This Agreement may be executed by each party on separate counterparts, each of which when executed and delivered will constitute an original but the counterparts will together constitute but one and the same Agreement.
- 22.7 Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 22.8 The waiver by a party of any breach of any provision of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 22.9 Each party shall comply with all Applicable Laws.
- 22.10 The English language version of this Agreement and any other written material of Aston shall be regarded as the authoritative version notwithstanding that they may be translated into another language.
- 22.11 This Agreement and any document referred to herein constitute the entire agreement between the parties in connection with its subject matter and supersede all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.
- 22.12 In this Agreement the following expressions will have the following meanings unless the context otherwise requires:

“Adequate Procedures”	will be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of that Act);
“Affiliate Body”	the affiliates of VDT, namely the University of Mumbai and the Maharashtra State Board of Technical Education;
“Agency Services”	the promotion of the Programmes in India and the introduction of students from India to the Programmes by VDT on behalf of Aston;
“Agreement”	this agreement, which comprises Section 1 ( <i>Summary</i> ), Section 2 ( <i>Terms and Conditions</i> ) and Section 3 ( <i>Financial Memorandum</i> );



“Anti-Bribery Law”	all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act;
“Applicable Law”	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the obligations under this Agreement including Ant-Bribery Law;
“Articulation”	means the process whereby a student who has successfully completed a Course with VDT and achieved the required credits and other requirements set out in the table in clause 1.1 of Section 2 ( <i>Terms and Conditions</i> ) will have guaranteed progression to the applicable Programme provided by Aston and a record is made of the individual modules (if any) which he or she will be undertaking, and “Articulate” and “Articulating” will be construed accordingly;
“Associated Persons”	the meaning given to it in section 8 of the Bribery Act and will include any employees, agents and/or subcontractors of the parties;
“Bribery Act”	the Bribery Act 2010 (as amended or supplemented from time to time);
“Confidential Information”	any data and other information provided or disclosed by either party to the other party (whether before, on or after the Effective Date and whether provided in writing, orally or otherwise) that has been designated in writing as confidential, stated to be confidential, or that ought reasonably in the circumstances of disclosure to be considered as confidential;
“Courses”	the following courses run in VDT’s colleges as more particularly specified in the Course Specifications: <ul style="list-style-type: none"><li>• BSc (Information Technology), affiliated to University of Mumbai,</li><li>• Electronics and Telecommunication Engineering Diploma Programme, affiliated to Maharashtra State Board of Technical Education, and</li><li>• Computer Engineering Diploma or Information Technology Diploma, affiliated to Maharashtra State Board of Technical Education,</li></ul>

and “Course” shall refer to any one of them;



“Course Specifications”	means the specifications for the Courses as amended and updated from time to time;
“Data Controller”	the meaning given to it in the DPA;
“Data Processor”	the meaning given to it in the DPA;
“DPA”	the Data Protection Act 1998 and any subordinate legislation made under it from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
“Effective Date”	1 April 2013;
“Equality Legislation”	the meaning given to it in clause 7.5 of Section 2 ( <i>Terms and Conditions</i> );
“Fee”	the fees payable by Aston to VDT in accordance with clause 1 of Section 3 ( <i>Financial Memorandum</i> );
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government departments in relation to such legislation;
“Force Majeure”	in relation to either party, any circumstances beyond the reasonable control of that party including any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God;
“Insolvency Event”	any of the following events in respect of a party: <ul style="list-style-type: none"><li>(a) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed;</li><li>(b) a petition for winding up or an administration or a bankruptcy order is presented or such an order is made;</li><li>(c) a proposal for a voluntary arrangement or an application for an interim order is made under the Insolvency Act 1986;</li><li>(d) a party takes any action (including starting negotiations) with a view to readjustment, rescheduling or deferral of any part of its</li></ul>



indebtedness;

- (e) a party proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of its creditors;
- (f) a party suspends or threatens to suspend making payments to all or some of its creditors;
- (g) a party becomes subject to any type of voluntary arrangement;
- (h) a receiver (administrative or otherwise) is appointed over all or part of a party's assets; or
- (i) the other party has reasonable grounds for believing that any of the foregoing is imminent;

"Intellectual Property Rights"

all intellectual property rights throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including without limitation, copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, registered and unregistered designs, trade marks (including business and brand names, devices and logos), domain names, and the rights to apply for any of the foregoing anywhere in the world;

"Liaison Officer"

the person appointed in accordance with clause 6.1 of Section 2 (*Terms and Conditions*) to carry out the task as specified therein;

"Notifying Party"

the meaning given to it in clause 11.3 of Section 2 (*Terms and Conditions*);

"Owning Party"

the meaning given to it in clause 11.3 of Section 2 (*Terms and Conditions*);

"Personal Data"

the meaning given to it in the DPA;

"Policies and Regulations"

the published policies, procedures and regulations (including those relating to academic and quality assurance) of Aston including the Tuition Fees Charging Policy as amended and/or updated from time to time;

"Prior Credit"

the credit awarded by VDT to a student in respect of a Course which is recognised by Aston in respect of the student's admission to a Programme;

"Programme Fee"

the tuition fees payable by the students to Aston in



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	respect of the relevant Programme;
"Programme Specifications"	means the specifications for the Programmes as amended and updated from time to time;
"Programmes"	the following programmes at Aston as more particularly described in the Programme Specifications: <ul style="list-style-type: none"><li>• BSc Software Engineering,</li><li>• BSc Computing Science,</li><li>• MEng Software Engineering,</li><li>• MEng Electrical and Electronic Engineering (accelerated), and</li><li>• MEng Electronic Engineering and Computer Science (accelerated),</li></ul>
	and "Programme" shall refer to any one of them; and
"Term"	the period from the Effective Date until this Agreement expires or is terminated in accordance with its provisions.



### **SECTION 3 - FINANCIAL MEMORANDUM**

This section of the Agreement sets out the financial framework and arrangements for charges and payments within the scope the Agreement.

#### 1. FEES

- 1.1 Aston will pay a Fee to VDT in respect of its support and recruitment of its students Articulating to Aston under this Agreement at the following rates:

<b>Number of students</b>	<b>Percentage of the Programme Fee received by Aston in the first year of the Programme only</b>
1-10	15%
11-20	17.5%
21 and above	20%

- 1.2 Where a student Articulating from VDT under this Agreement enrolls at Aston and then withdraws from the Programme, Aston will pay VDT a pro-rata amount of fees paid by the student in accordance with the Policies and Regulations.

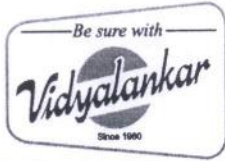
#### 2. PAYMENTS

Payments of the Fees to VDT will become due 4 months after the enrolment of the student Articulating from VDT subject to receipt of a valid invoice from VDT. Such fees will normally be paid in pounds sterling, be subject to UK Value Added Tax and will be deemed to be inclusive of VAT and all relevant taxes in India.

#### 3. MARKETING COSTS

Aston and VDT will jointly share expenses for promotion of the Programmes in Mumbai. Annually, Aston will, subject to receipt of valid invoices, reimburse VDT 60% of the total cost of advertising or £3,750, whichever is less.





IN WITNESS THEREOF the representatives of the parties have offered their signatures:

FOR ASTON UNIVERSITY:		
Signature		
Date	18/8/14	12/8/14
Name	Mrs Judith Whitaker	Professor Bjorn Birgisson
Position	Chief Operating Officer	Executive Dean of The School of Engineering and Applied Science

FOR VIDYALANKAR DYANAPEETH TRUST INDIA:	
Signature	
Date	1st OCTOBER 2014
Name	Professor Ravindra R Nadkarni
Position	Dean (Academics)



## MEMORANDUM OF UNDERSTANDING

The **University of the Fraser Valley**, (UFV) located in Abbotsford, British Columbia, Canada and **Vidyalankar School of Information Technology**, (VSIT) Mumbai, India wish to enter into this Memorandum of Understanding ("MOU") to promote international and intercultural understanding and academic cooperation and collaboration.

### Purpose

The purpose of this MOU is to provide a framework for the future development of academic and educational cooperation.



1. The parties will explore academic and educational activities of mutual interest on the basis of equality and reciprocity and will encourage the following:
  - a) Exchange visits of faculty members, researchers, and administrative staff;
  - b) Exchange of students, student visitation and the development of study abroad programs;
  - c) Assessing the potential for transfer and degree completion programs;
  - d) Organization of conferences, seminars, symposia or lectures;
  - e) Exploration of common research interests and other forms of academic collaboration.
2. Initial areas of collaboration and cooperation may include, but not be limited to, the following:
  - a) The development of a Letter of Agreement (LOA) for transfer credit detailing the student pathway from VSIT's Bachelor of Science, Information Technology Studies to complete UFV's Bachelor of Computer Information Systems degree after two years of study at VSIT.
  - b) The assessment of the potential for transfer from VSIT's Bachelor of Management Studies to UFV's Bachelor of Business Administration for degree completion.
  - c) Acceptance of VSIT's third year and graduated students to complete UFV's BSc-Information Technology program as individual applicants whose transcripts will



- d) be individually assessed for transfer credit. Such students will typically take 3 to 4 terms at UFV to graduate and will not be covered by the LOA referred to in Article 2. a).
  - e) The development of protocols for faculty collaboration and short term visitation by faculty, staff and administrative personnel.
3. The details of any specific activities based on this MOU will be separately negotiated between the parties and set out in a separate agreement.
  4. The parties understand that the implementation of any activities stated in Clause 1 or 2 above shall depend upon the availability of resources and the financial support of each party.
  5. **REPRESENTATION:** UFV will work with the VSIT representatives with regard to academic programs, but will also operationalize this MOU through its Representative - M/s Computrain, represented by Mr. Zachariah Samuel. Computrain's Address is 104 Hubtown Solaris, N S Padke Road Andheri East Mumbai 400069 India. Tel. +91 22 6103 6700 Cell +91 98210 96513.
  6. This MOU is a statement of understanding and is not intended to create a legally binding contract.
  7. This MOU may be amended or modified by a written agreement signed by both parties hereto.
  8. This MOU will be effective from the date of the last signature below and shall remain in effect for a period of five (5) years from the date of signing, unless earlier terminated as outlined below. This MOU may be renewed, in writing, upon the mutual agreement of the parties.
  9. Either party reserves the right to terminate this MOU upon six months' written notice to the other party. Students enrolled in this program at VSIT prior to such termination of the agreement will be allowed to complete their study at UFV should they meet admission requirements.
  10. This MOU shall be executed in English. In the event, a translated copy of this MOU exists, the parties agree that the English version shall prevail for the purposes of interpretation.
  11. This MOU shall be signed in duplicate originals and each party shall retain one original.

D2kello



<p>For and on behalf of: Vidyalankar School of Information Technology</p> 	<p>For and on behalf of: University of the Fraser Valley</p> 
<p>Dr. Rohini Kelkar Principal</p> <p>DATE: <u>21/01/2016</u></p> <p>Vidyalankar School of Information Technology Vidyalankar Campus, Vidyalankar College Marg, Wadala (East), Mumbai - 400 037. India</p>	<p>Mark D. Evered, PhD President &amp; Vice-Chancellor</p> <p>DATE: January 15, 2016</p> <p>University of the Fraser Valley 33844 King Road Abbotsford, BC V2S7M8 Canada</p>





**Estero New Zealand Limited**  
B-2B/14 First Floor, Janak Puri, New Delhi  
Phone: 9773774165, 9773757416  
Email: [info@estero.co.nz](mailto:info@estero.co.nz)  
Website: [www.estero.co.nz](http://www.estero.co.nz)

## MEMORANDUM OF UNDERSTANDING

### Parties

*Between:* **Estero New Zealand Limited**, located at B-2B/14, First Floor, Janak Puri, New Delhi 110058, India

*And:* **Vidyalankar Educational Services (VES)** located at Peal Center Building, Senapati Bapat Marg, Dadar West Mumbai 400028

*On:* September 2, 2020

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### 1. Understanding:

The parties are entering into this memorandum of understanding (MOU) on the premises of identifying, creating and managing strategic partnerships with New Zealand universities. Estero New Zealand which is an Education New Zealand Recognized Agency and an official representative of all the 8 New Zealand universities\* commits to provide collaboration opportunities to VES in the form of, but not limited to:

- Articulation programs with New Zealand universities at undergraduate and/or postgraduate level
- Direct enrolment in undergraduate and/or postgraduate programs with at least one of the 8 New Zealand universities
- Guest lecture programs from the academics of at least one of the 8 New Zealand universities
- Student and faculty exchange programs with at least one of the 8 New Zealand universities
- Assistance with recruitment of domestic students for the articulation program.

### 2. General

2.1 No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.

2.2 This MOU stands effective from September 2, 2020 for a period of 5 years.

2.3 This MOU may be signed in counterparts, including by facsimile or email, all of which when read together shall constitute one and the same document.

### 3. Role & Responsibilities of Estero New Zealand

3.1 Maintain communication with the concerned university on behalf of VES

3.2 Assist and process applications of the students of VES for admissions/enrolment at the partner New Zealand university.

3.3 Assist and process the student visa applications for New Zealand, of the students of VES

3.4 Organize seminars, education fairs, career counselling sessions for the students of VES as per a schedule mutually agreed with VES.

3.5 Make an accurate assessment of each prospective student's needs and advising them whether they need to enrol in a programme such as Foundation studies or English Language Training;

3.6 Provide adequate supplies of current promotional material, information brochures and other documentation as required.





Estero New Zealand Limited  
B-2B/14 First Floor, Janak Puri, New Delhi  
Phone: 9773774165, 9773757416  
Email: [info@estero.co.nz](mailto:info@estero.co.nz)  
Website: [www.estero.co.nz](http://www.estero.co.nz)

- 3.7 Allow the right to use the Estero New Zealand's name, logo and other trademarks in agreed promotional activities.
- 3.8 Provide regular updates and briefing documents on changes to courses, entry requirements, tuition fees, living conditions and any other information to prospective students.

#### 4. Role & Responsibilities of Vidyalkar Educational Services

- 4.1 Ensure that no information is misinterpreted to mislead the prospective students;
- 4.2 Communicate and seek approval from Estero New Zealand of any marketing and promotional activity in regards to the articulation program or education in New Zealand;
- 4.3 Incorporate the logo and presence of Estero New Zealand Limited in all marketing activities, publications, that VES wishes to pursue in regards to study opportunities in New Zealand;
- 4.4 Provide branding opportunity to Estero New Zealand on the VES campus.
- 4.5 Recognise Estero New Zealand as an official partner with exclusive rights for any commercial and recruitment activity related to New Zealand education providers. This will include:
  - (i) Direct enrolment in New Zealand university programs
  - (ii) New Zealand university faculty visits
  - (iii) Seminars/guest lectures/education fairs at VES campus.

#### 5. Fees & Charges

- 5.1 Estero New Zealand will not charge any processing fee to the students of VES for their admission applications as well as visa applications for New Zealand universities.
- 5.2 The students will need to pay for the charges related to immigration fee and any other fee as advised by the Immigration New Zealand and/or the NZ university.
- 5.3 For each student enrolled by VES via Estero New Zealand with a New Zealand institution, Estero New Zealand will pay VES a professional fee as below after deducting any appropriate fee (visa fee, courier charges, New Zealand GST) as per the regulations of country laws:
  - (i) 70% of the commission received from the New Zealand institution in the case of direct admission for a full program at a UG/PG Level in a New Zealand institution.
  - (ii) 50% of the commission received from the New Zealand institution in the case of admission via articulation program in a New Zealand institution.
- 5.4 No commission is payable:
  - (i) Unless the student has duly enrolled for the course in question in the intended semester of the academic year; and
  - (ii) Unless the student has duly paid the tuition fee for the course of study; and
  - (iii) Unless the student has begun the course of study and remained enrolled for 4 weeks from the date the course commences; and
  - (iv) Unless the student has not received a refund for course cancellation.
- 5.5 Payment will be made on receipt of an official invoice from the Partner Agent containing relevant student information. Commission payment by the Partner Agent will be made within 15 days following the commission received by the Agent for student's enrolment.

#### 6. Communication

All formal communications and notices shall occur through the registered office of Estero New Zealand Limited. All notices must be in writing, and sent by facsimile or mail to the address as specified below or any other address which from time to time is notified by Estero New Zealand Limited:





**Estero New Zealand Limited**  
B-2B/14 First Floor, Janak Puri, New Delhi  
Phone: 9773774165, 9773757416  
Email: [info@estero.co.nz](mailto:info@estero.co.nz)  
Website: [www.estero.co.nz](http://www.estero.co.nz)

For the attention of the Managing Director  
**Estero New Zealand Limited**  
R/a Estero NZ  
B-2B/14 Janak Puri, New Delhi 110058, India  
Telephone: +91 8447838452  
Email: [kshitij@estero.co.nz](mailto:kshitij@estero.co.nz)

## 7. Termination

- 7.1 This MOU can be terminated at any time, by either party giving three months' notice in writing.
- 7.2 Estero New Zealand Limited reserves the right to terminate this MOU if VES is found to be engaged in any false, misleading, or deceptive conduct: or otherwise failed to abide by the terms of this agreement. Depending on the severity of the breach, Estero New Zealand Limited, acting in its absolute discretion, will advise VES in writing, to cease the activity and give VES a limited period to rectify that breach. If VES fails to cease the activity within the given period, Estero New Zealand will immediately stop accepting students referred by VES.
- 7.3 In the event of termination of the agreement, the students who are enrolled in the program will be allowed to complete their qualification.
- 7.4 In the event of termination of the agreement, VES will only be entitled to payment for work that has already been completed.

## 8. Ending this Agreement:

- 8.1 **Counterparts:** The agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts will be constructed together and will constitute one and the same agreement.
- 8.2 **Delivery:** This agreement or any counterparts may be executed by a party and delivered by facsimile or electronically in portable document format (pdf) and if so executed and delivered this agreement or such counterpart will for all purpose be as effective the party had executed and deliver the agreement or a counterpart bearing an original signature.

---

Signed by:

For Estero New Zealand Limited

For Vidyankar Educational Services

Kshitij Garg

Managing Director

Date: October 9, 2020

Name **RASHMI DESHPANDE**

Designation **PARTNER**

Date: **2<sup>nd</sup> September 2020**

PRIVATE & CONFIDENTIAL

3





THE UNIVERSITY OF  
**TOLEDO**  
1872

College of Business and Innovation  
Office of the Dean

Mail Stop 103  
2801 W. Bancroft St.  
Toledo, OH 43606-3390  
Phone: 419.530.2558  
Fax: 419.530.7744  
[www.utoledo.edu/business](http://www.utoledo.edu/business)

**FIRST AMENDMENT  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNIVERSITY OF TOLEDO  
AND  
VIDYALANKAR DYANAPEETH TRUST'S VIDYALANKAR INSTITUTE OF TECHNOLOGY  
(VIT) MUMBAI, INDIA**

**THIS FIRST AMENDMENT** (“Amendment”) is entered into by and between The University of Toledo (hereinafter “University”), a public institution of higher education and Vidyalankar Dyanapeeth Trust’s Vidyalankar Institute of Technology (VIT) Mumbai, India (hereinafter, “VIT”).

**RECITALS**

**WHEREAS**, the University and VIT entered into a Memorandum of Agreement effective July, 20, 2015 (“Primary Agreement”). The parties wish to amend the Primary Agreement as set forth below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree to amend the aforementioned Primary Agreement, as follows:

Article 4: General Program Requirements is hereby amended to add the following subsections:

10. Requirements for the Transfer Admission are:

a) English qualification

TOEFL minimum 80 in iBT; 550 (paper based); or 213 (computer based)

b) Entrance Test Qualification (Any one)

- Score in MH-MBA-CET 82 or above
- Score in MAT 550 or above

Students not achieving both of the above qualifications will be considered on a case by case basis. A telephonic interview or a written report may be required.



11. Documents required for the Transfer Admission are

- Mark sheets of Undergraduate Degree Qualification
- Undergraduate Degree Certificate
- At least one (1) Letter of Recommendation

12. All 5000 Level courses or equivalent will be taught at VIT by VIT faculty in the Year 1.

13. Five (5) of 6000 level courses given below will be taught by VIT faculty in the Year 1

UT Course Code	UT Course Name
BAUD 6100	Accounting for Strategic Decision Making
BAUD 6300	Strategic Marketing Analysis
BAUD 6900	Strategic Management in the Global Environment
BAUD 6400	Results Based Management
BAUD 6600-001	Supply Chain Management

14. Out of the above five (5) mutually agreed core courses (6000 Level) credits for two (2) of these courses will be transferred and the other three (3) will be taught under UT course number by VIT faculty.

15. First year fee of \$2500 only is to be paid to The University of Toledo which will cover all the courses taken at VIT (i.e. All the 5000 and 6000 level courses).

16. Students attending UT will be granted a scholarship equivalent to the out-of-state surcharge in USD as applicable and as specified in this Agreement. Students will be responsible for paying all fees including acquisition of their visas. Students will be responsible for paying their tuition, living expenses, health insurance, and other expenses while in the U.S.



IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the date of the last signature below.

**The University of Toledo**



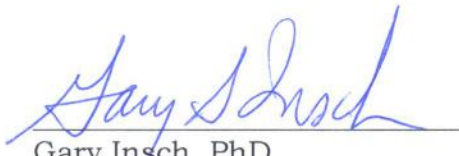
Sharon Gaber, PhD  
President

1/8/16

Date



John A. Barrett Jr, JD  
Interim Provost and Executive Vice  
President  
for Academic Affairs



Gary Insch, PhD  
Dean, College of Business and  
Innovation

**Vidyalankar Institute of Technology**



Sanjeevani Deshpande, PhD  
Chairperson,  
Vidyalankar Dnyanapeeth Trust

10/02/16

Date



Ravindra Nadkarni,  
Dean (Academics)



S.A. Patekar, PhD  
Principal,  
Vidyalankar Institute of Technology



## Extension of Memorandum of Agreement

between

The Pennsylvania State University  
Commonwealth Campuses  
United States of America

and

Vidyalankar School of Information Technology  
India

This EXTENSION is made to the Education and Training Agreement originally signed on September 20, 2006 between the Pennsylvania State University (Penn State) through its York campus, and Vidyalankar School of Information Technology (VSIT), collectively referred to as "Parties."

Pursuant to Section VII of the agreement (attached to this Extension as Appendix A), the Parties agree to the following:

### 1. Extension of Agreement

The Parties agree that the Agreement which commenced on September 20, 2006 shall be extended until it expires two years from the date of the last signature of this Extension.

### 2. Terms of Extension

This Extension shall be on the same terms and conditions as contained in the original Agreement and its existing Addenda (attached to this Extension as Appendix B and Appendix C) with the following points listed below:

1. The agreement will be extended from Penn State York to include the following Penn State campuses: Penn State Abington, Penn State Altoona, Penn State Beaver, Penn State Berks, Penn State Brandywine, Penn State Dubois, Penn State Erie, Penn State Fayette, Penn State Greater Allegheny, Penn State Harrisburg, Penn State Hazleton, Penn State Lehigh Valley, Penn State Mont Alto, Penn State New Kensington, Penn State Schuylkill, Penn State Shenango, Penn State Wilkes-Barre, Penn State Worthington-Scranton, and Penn State York.
2. Students from VSIT will be assigned in groups of two (2) or three (3) to one (1) of the above campuses by VSIT as potential students for admission to the respective campuses in order to facilitate conversations and engagement with the student during their first two (2) years of study in India.
3. Students from VSIT may have access to on-campus housing at the sole discretion of each individual campus.
4. The Parties will explore the extension of this agreement to include the Bachelor of Business degree in management and marketing. Any such extension will require a separate agreement or addendum to this agreement.
5. Neither Party may use the name, logo, or mark of the other in any promotional material (including, but not limited to, website postings, public announcements and print materials) without the prior written consent of the other Party pursuant to each institution's policies.

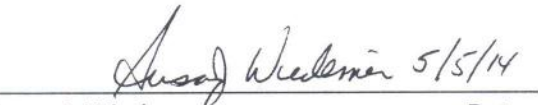


All other terms and provision of said Agreement shall remain in full force and effect. In witness whereof, the Parties hereto have offered their signatures:

The Pennsylvania State University

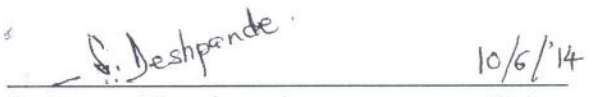
  
\_\_\_\_\_  
Gary M. Lawler Date  
Chancellor, Penn State Hazleton


  
\_\_\_\_\_  
Madlyn L. Hanes Date  
Vice President for Commonwealth Campuses

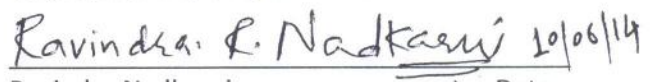
  
\_\_\_\_\_  
Susan J. Wiedemer Date  
Assistant Treasurer

  
\_\_\_\_\_  
Michael A. Adewumi Date  
Vice Provost for Global Programs

Vidyalankar School of Information Technology

  
\_\_\_\_\_  
Sanjeevani Deshpande Date  
Chairperson  
Vidyalankar Dnyanapeeth Trust

  
\_\_\_\_\_  
Vishwas Deshpande Date  
Managing Trustee  
Vidyalankar Dnyanapeeth Trust

  
\_\_\_\_\_  
Ravindra Nadkarni Date  
Dean of Academic Instruction  
Vidyalankar Dnyanapeeth Trust



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is between

**MONASH UNIVERSITY** ABN 12 377 614 012 Wellington Road, Clayton, Victoria 3800, Australia

**(Monash)**

**AND**

**VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY** of Vidyalankar College Marg, Wadala  
(East), Mumbai - 400037

**(VSIT)**

Monash and VSIT may use the following protocols to govern their collaboration on academic and research-related activities.

### **Scope**

The scope of collaboration on academic and research activities included in this Memorandum of Understanding (MOU) includes the following categories:

1. Research collaboration in the areas of mutual interest;
2. Exchange of academic materials which are made available by both parties;
3. Exchange of scholars;
4. Exchange of students;
5. Cooperative seminars, workshops and other academic activities.

### **Implementation**

To implement this MOU, the following is mutually understood:

6. Proposals for collaborative work under this MOU will be submitted for approval through the normal procedures of each party.
7. Individual collaborative activities developed under this MOU will be the subject of separate agreements in writing.
8. The final approval of any activity will depend on the availability of the guaranteed support funds.
9. Each party is liable for its own acts and omissions under this MOU including for the prevention of doubt, any liability to a third party arising from its acts or omissions.



### Non-binding

10. This MOU is not intended by the parties to be legally binding and nothing in this MOU prevents either party from entering into collaborative arrangements with other organisations covering the same subject matter.

### Commencement, renewal, termination and amendment

11. This MOU is effective as of the date of signing by the appropriate officer of the last party to sign.
12. This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated earlier by either party giving at least six months' notice to the other party in writing.
13. The MOU may be amended or extended by mutual consent in writing of the two parties.
14. If this MOU were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.

### Counterparts & Electronic Communications

15. Each Party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.
16. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.

Signed for and on behalf of

#### Monash University

by its authorised representative:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Professor Abid Khan  
Deputy Vice-Chancellor and Vice-President  
(Global Engagement)

\_\_\_\_\_  
24 July 2020

\_\_\_\_\_  
Date

#### Vidyalankar School of Information Technology

by its authorised representative:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dr. Rohini Kelkar

\_\_\_\_\_  
Principal Vidyalankar School of Information  
Technology

\_\_\_\_\_  
1 February 2021

\_\_\_\_\_  
Date









**Royal Roads**  
UNIVERSITY

## **BLOCK TRANSFER AGREEMENT**

between

**Vidyalankar School of Information Technology**  
**Mumbai, India**

and

**Royal Roads University**  
**Victoria, BC**

This memorandum of understanding constitutes an agreement between Royal Roads University (RRU) and Vidyalankar School of Information Technology. The participating units at the respective institutions are the Faculty of Management at RRU and Vidyalankar School of Information Technology.

### Objective of the Agreement

RRU agrees to facilitate the block transfer of students from Vidyalankar School of Information Technology with appropriate prerequisite qualifications into the third year of the Bachelor of Business Administration in Business and Sustainability degree program at RRU. By this agreement, applicants from Vidyalankar School of Information Technology who meet the requirements outlined below will be eligible for admission to RRU with full block transfer, provided all other entrance criteria are met (per the program admission requirements on the RRU website) and space remains available in the Bachelor of Business Administration in Business and Sustainability degree program. Entrance to all programs at RRU is on a competitive basis.

Successful completion, with a minimum "B" (3.00/4.33) GPA, of the:

- Bachelor of Management Studies Years 1 & 2
  - Students must complete:
    - 1.1 Introduction to Financial Accounts
    - 3.1 Accounting for Managerial Decisions

As a partner to this agreement, Vidyalankar School of Information Technology agrees:

- to make information about this agreement and the RRU Bachelor of Business Administration in Business and Sustainability degree options available to students. Prospective students should be apprised of the significant focus the program places on social and environmental sustainability in business and responsible management;



- to provide opportunity for representatives of RRU to visit appropriate forums at Vidyalankar School of Information Technology to disseminate information about the RRU Bachelor of Business Administration in Business and Sustainability program;
- to notify RRU with as much lead time as possible of any curriculum changes to degree outlined above.

As a partner to the agreement, RRU agrees:

- to provide students from Vidyalankar School of Information Technology who have met the academic and program requirements as noted above academic acceptance into the third year of the Bachelor of Business Administration in Business and Sustainability program at RRU, provided all other entrance criteria are met (per the program admission requirements on the RRU website) and space remains available in the Bachelor of Business Administration in Business and Sustainability program;
- whenever possible, to count any undefined transfer credits towards the Bachelor of Business Administration in Business and Sustainability requirements to prevent students having to unnecessarily take additional courses to qualify for graduation;
- to notify Vidyalankar School of Information Technology with as much lead time as possible of any curriculum changes to the Bachelor of Business Administration in Business and Sustainability program;
- to notify Vidyalankar School of Information Technology with as much lead time as possible about any changes to the Bachelor of Business Administration in Business and Sustainability requirements that are anticipated or approved;
- to waive any credential evaluation fees for students from Vidyalankar School of Information Technology applying to RRU's Bachelor of Business Administration in Business and Sustainability program through this Block Transfer Agreement.

Liaison

Implementation of this agreement will be through the Registrar's Office at each institution, in consultation with the appropriate authorities in the respective programs.

Term of the Agreement

This agreement is effective on the last signature date set forth below and will be in place for a period of five years. At the end of this time, the agreement will be subject to review and renewal by RRU. If there are impediments to renewal, RRU will notify the transfer partner of the impediments, with the goal of negotiating a new agreement. Final approval of the agreement will remain with the President of RRU.



RRU retains the right to limit the number of students admitted under this agreement. The number of students may be established by RRU before each academic year. Students enrolled under this agreement prior to the termination of this agreement will be allowed to complete their program at RRU should they meet admission requirements.


On behalf of Vidyalankar School of Information Technology:

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Rohini Kelkar, PhD, Principal

Date

On behalf of Royal Roads University:



---

Philip Steenkamp, PhD, President and Vice-Chancellor

August 6, 2019

---

Date



## **MEMORANDUM OF AGREEMENT FOR STUDENT TRANSFER**

**Between**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
CAMDEN COLLEGE OF ARTS AND SCIENCES, USA**

**and**

**VIDYALANKAR DNYANAPEETH TRUST'S  
VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY, INDIA**

The Camden College of Arts and Sciences of Rutgers University (hereafter "CCAS") and the Vidyalankar School of Information Technology, affiliated with the University of Mumbai, operating under the auspices of Vidyalankar Dnyanapeeth Trust, India (hereafter "VSIT") are pleased to cooperate in a student transfer agreement subject to the following guidelines:

1. Students from VSIT's B.Sc. IT program who select this transfer program will complete a pre-approved series of courses at VSIT that are parallel and are substantially equivalent to B.S. (Computer Science) courses offered by CCAS. Satisfactory completion of this specific program will enable students to transfer into Rutgers as juniors for completion of their B.S. degree, which they will receive from Rutgers University. Thus, a typical student will complete 2 years of the B.Sc. IT program of the University of Mumbai at VSIT along with general education courses taught at VSIT, equivalent to 60 credits, followed by 2 years of study (a minimum of 60 credits) at Rutgers. It is expected that transferring students will complete the requirements to receive the Bachelor of Science in Computer Science from Rutgers University.
2. Students from VSIT must meet the transfer requirements for Rutgers including completion of all preparatory course work and a minimum GPA of 2.0. Students need a good command of English and it is expected that applicants will meet certain English proficiency examination requirements (TOEFL: a score of 550 or above on the paper test or 79 or above on the internet based test; or IELTS: a score of 6 or higher on either the academic paper and pencil test or the academic computer-based test).
3. Admission to Rutgers will follow the standard Rutgers procedure for transfer students, and will include an endorsement of the student by VSIT. Completed applications for admission should be submitted to Undergraduate Admissions before the deadline. No more than 20 students may be admitted into CCAS each year through this agreement.
4. Admission to Rutgers University is based on academic qualifications. However, an appropriate visa is required to enable international students to study in the U.S. Eligibility for the visa ultimately is decided by a U.S. visa officer pursuant to the requirements of U.S. immigration law. Neither CCAS nor VSIT is responsible for



obtaining a visa for the transferring student from a U.S. embassy or consulate. The student is solely responsible for obtaining a visa.

5. Students at Rutgers University will be subject to the academic standards of CCAS. A cumulative grade point average (GPA) of 2.0 or above must be maintained for Rutgers coursework. Students at Rutgers University who are not in good academic standing according to the standards and policies of CCAS may be dropped from the program at the discretion of CCAS. In such instances, there will be appropriate consultation as early as possible with VSIT before such action is taken. In addition, all Rutgers students must meet expectations for campus behavior as set forth in the University Code of Student Conduct.
6. A Rutgers faculty member in the appropriate major will advise transfer students for the duration of their studies at Rutgers.
7. Transfer students from VSIT will be charged tuition at the out-of-state rate for the duration of their studies at Rutgers.
8. All participating transfer students will be required to carry health insurance at a level equivalent to or greater than the coverage offered at Rutgers for international students. Transfer students must provide evidence of an insurance policy that is compliant with the Affordable Care Act, or purchase the Rutgers Student Insurance program available at the time of enrollment. They will be exempted from purchasing Rutgers health insurance only upon providing acceptable evidence of equivalent insurance. Rutgers shall bear no responsibility for any health-related expenses incurred by a transfer student.
9. Rutgers will assist transfer students in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus.
10. Upon successful completion of the program at Rutgers University, the student will be awarded the appropriate Rutgers baccalaureate degree.
11. This agreement will start immediately after all signatures have been obtained and will be effective for five years, subject to revision or modification by mutual written agreement, unless terminated by either party in the form of a written notice submitted at least eight months in advance of the academic year in which the termination is to become effective. Students enrolled in this program at VSIT prior to such termination of agreement will be allowed to complete their studies at Rutgers should they meet admission requirements.
12. Students who meet certain academic performance requirements have the option of taking a fifth year of studies at Rutgers University to obtain a joint BS/MS degree in Computer Science. **The GRE is not required.** (See Appendix C.)
13. The top two students transferring from VSIT each year with the highest cumulative GPA from their courses taken at VSIT will be offered a scholarship from CCAS of \$1,500 per



year for two years to pursue their studies at CCAS.

14. The responsible coordinator for Rutgers for purposes of administering the terms of this MOU is Rajiv Gandhi, Associate Professor, Department of Computer Science. The responsible coordinator for VSIT for purposes of administering the terms of this MOU is Shweta Apte, Academic Advisor. Any change in the coordinator for one party shall be communicated in writing to the coordinator of the other party within 30 days of any such change.

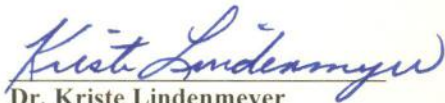
By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all the terms and conditions of this Agreement.

**For:** Rutgers, The State University  
of New Jersey

**For:** Vidyalankar School of Information  
Technology

By:

By:



Dr. Kriste Lindenmeyer  
Dean, Camden College of Arts and Sciences

Date: 6/3/15



Dr. Rohini Kelkar  
Principal, Vidyalankar School of Information  
Technology

Date: 6/8 2nd July 2015



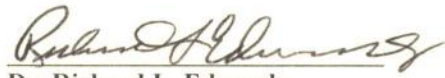
Dr. Phoebe Haddon  
Chancellor, Rutgers University-Camden

Date: 6/8/15



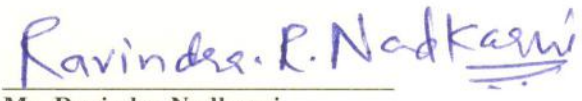
Dr. Sanjeevani Deshpande  
Chairperson, Vidyalankar Dnyanapeeth Trust

Date: 7th July 2015



Dr. Richard L. Edwards  
Executive Vice President for Academic Affairs

Date: 6/15/15



Mr. Ravindra Nadkarni  
Dean of Academics, Vidyalankar Dnyanapeeth  
Trust

Date: 2nd July 2015



## Appendix A:

### Computer Science Course Articulation Rutgers University and Vidyalkar School of Information Technology (VSIT)

Rutgers Courses		VSIT Courses		
<u>1) Computer Science</u>				
50:198:111	Programming Fundamentals	4.0 cr	Introduction to C++ Programming	3.0 cr
50:198:113	Object-Oriented Programming	3.0 cr	Object-Oriented Programming with C++	3.0 cr
50:198:171	Math. Foundations of CS	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:211	C and Systems Programming	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:213	Data Structures	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:231	Intro. to Computer Organization	3.0 cr	Fundamentals of Digital Computing	3.0 cr
50:198:323	Software Engineering	3.0 cr	Software Engineering	3.0 cr
50:198:341	Operating Systems	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:371	Design and Analysis of Algorithms	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:451	Database Systems	3.0 cr	Advanced SQL	3.0 cr
50:198:476	Theory of Computation	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:___	CS Elective 1	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:___	CS Elective 2	3.0 cr	<b>To be completed at Rutgers University</b>	
50:198:EC	CS Elective Credit	3.0 cr	Web Technology	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Microprocessor and Microcontrollers	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	DBMS	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Data Communication and Network Standards	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Computer Graphics	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Modern Operating Systems	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Multimedia	3.0 cr
50:198:EC	CS Elective Credit	3.0 cr	Java and Data Structures	3.0 cr
<u>2) Natural Science and Mathematics</u>				
50:640:EC	Mathematics Elective Credit	9.0 cr	Applied Mathematics 1	3.0 cr
			Applied Mathematics 2	3.0 cr
			Quantitative Techniques	3.0 cr
50:640:250	Linear Algebra	3.0 cr	<b>To be completed at Rutgers University</b>	
50:750:131	Elements of Physics I	3.0 cr	<b>To be completed at Rutgers University</b>	
50:750:132	Elements of Physics II	3.0 cr	<b>To be completed at Rutgers University</b>	
50:750:133	Elements of Physics I Lab	1.0 cr	<b>To be completed at Rutgers University</b>	
50:750:134	Elements of Physics I Lab	1.0 cr	<b>To be completed at Rutgers University</b>	
50:750:EC	Physics Elective Credit	4.0 cr	Electronics and Communication Technology	3.0 cr
<u>3) Language Skills</u>				
50:350:101	English Composition I	3.0 cr	Rhetoric and Composition	3.0 cr
50:350:102	English Composition II	3.0 cr	<b>To be completed at Rutgers University</b>	
_: : _	Foreign Language I	3.0 cr	<b>To be completed at Rutgers University</b>	
_: : _	Foreign Language II	3.0 cr	<b>To be completed at Rutgers University</b>	
_: : _	Writing Intensive Course	3.0 cr	<b>To be completed at Rutgers University</b>	



4) Humanities and Social Sciences

__ : __ : __	Civilizations and Heritages	3.0 cr	<b>To be completed at Rutgers University</b>	
__ : __ : __	Humanities Course	3.0 cr	<b>To be completed at Rutgers University</b>	
50:220:EC	Economics Elective Credit	3.0 cr	Principles of Economics	3.0 cr
50:830:101	Introduction to Psychology	3.0 cr	Psychology	3.0 cr

5) Diversity or Global Studies

__ : __ : __	Diversity or Global Studies Course	3.0 cr	<b>To be completed at Rutgers University</b>	
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**TOTAL TRANSFER CREDITS: 60.0 CR**



## Appendix B:

### Recommended Courses to be Taken in Third and Fourth Year at Rutgers University

All Rutgers students are allowed to take extra courses beyond the minimum necessary to meet graduation requirements. It is recommended that VSIT students take advantage of Rutgers' curricula to meet their academic goals by taking extra courses as general or technical electives.

Year 3 (Fall)	50:198:171	Mathematical Foundations of Computer Science	3.0 cr
	50:198:211	C and Systems Programming	3.0 cr
	50:198:213	Data Structures	3.0 cr
	50:640:250	Linear Algebra	3.0 cr
	__ : __ : __	Civilizations and Heritages	3.0 cr
			<b>15.0 cr</b>
Year 3 (Spring)	50:198:341	Operating Systems	3.0 cr
	50:198:371	Design and Analysis of Algorithms	3.0 cr
	50:350:102	English Composition II	3.0 cr
	__ : __ : __	Humanities Course	3.0 cr
	__ : __ : __	Diversity or Global Studies Course	3.0 cr
			<b>15.0 cr</b>
Year 4 (Fall)	50:198: __	CS Elective 1	3.0 cr
	50:750:131	Elements of Physics I	3.0 cr
	50:750:133	Elements of Physics I Lab	1.0 cr
	__ : __ : __	Foreign Language I	3.0 cr
	__ : __ : __	Writing Intensive Course	3.0 cr
	__ : __ : __	Free Elective	3.0 cr
			<b>16.0 cr</b>
Year 4 (Spring)	50:198:476	Theory of Computation	3.0 cr
	50:198: __	CS Elective 2	3.0 cr
	50:750:132	Elements of Physics II	3.0 cr
	50:750:134	Elements of Physics II Lab	1.0 cr
	__ : __ : __	Foreign Language II	3.0 cr
	__ : __ : __	Free Elective	3.0 cr
			<b>16.0 cr</b>



## Appendix C:

### Recommended Courses to be Taken for Joint BS/MS

Students who meet certain academic performance requirements have the option of taking a fifth year of studies at Rutgers University to obtain a joint BS/MS degree in Computer Science. **The GRE is not required.**

Year 3 (Fall)	50:198:171	Mathematical Foundations of Computer Science	3.0 cr
	50:198:211	C and Systems Programming	3.0 cr
	50:198:213	Data Structures	3.0 cr
	50:640:250	Linear Algebra	3.0 cr
	_: : _	Civilizations and Heritages	3.0 cr
			<b>15.0 cr</b>
Year 3 (Spring)	50:198:341	Operating Systems	3.0 cr
	50:198:371	Design and Analysis of Algorithms	3.0 cr
	50:350:102	English Composition II	3.0 cr
	_: : _	Humanities Course	3.0 cr
	_: : _	Diversity or Global Studies Course	3.0 cr
			<b>15.0 cr</b>

At the end of Year 3, students must meet the following requirements:

- completion of at least 30 credits at Rutgers University with a cumulative GPA of 3.0 or higher; and
- completion of required computer science courses (50:198:171, 50:198:211, 50:198:213, 50:198:341, and 50:198:371) with a GPA of 3.0 or higher.

Year 4 (Fall)	50:198:___	CS Elective 1	3.0 cr
	50:750:131	Elements of Physics I	3.0 cr
	50:750:133	Elements of Physics I Lab	1.0 cr
	_: : _	Foreign Language I	3.0 cr
	_: : _	Writing Intensive Course	3.0 cr
	_: : _	Free Elective	3.0 cr
			<b>16.0 cr</b>
Year 4 (Spring)	50:198:476	Theory of Computation	3.0 cr
	50:198:___	CS Elective 2	3.0 cr
	50:750:132	Elements of Physics II	3.0 cr
	50:750:134	Elements of Physics II Lab	1.0 cr
	_: : _	Foreign Language II	3.0 cr
	_: : _	Free Elective	3.0 cr
			<b>16.0 cr</b>

At the end of Year 4, students must ensure that their overall GPA on all computer science undergraduate courses remains above 3.0.



Year 5 (Fall)	56:198:561	Optimization Methods	3.0 cr
	56:198:701	Research in Computer Science	3.0 cr
	56:198:___	Graduate CS Elective 1	3.0 cr
	56:198:___	Graduate CS Elective 2	3.0 cr
			<b>12.0 cr</b>
Year 5 (Spring)	56:198:562	Big Data Algorithms	3.0 cr
	56:198:702	Research in Computer Science	3.0 cr
	56:198:___	Graduate CS Elective 3	3.0 cr
	56:198:___	Graduate CS Elective 4	3.0 cr
			<b>12.0 cr</b>



**ARTICULATION AGREEMENT**  
**between**  
**California State University, Monterey Bay**  
**and**  
**Vidyalankar School of Information Technology,**  
**Vidyalankar Dnyanapeeth Trust**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Monterey Bay (collectively "CSUMB"), and Vidyalankar School of Information Technology, Mumbai, India ("VSIT"). CSUMB and VSIT are referred to collectively as the Parties.

This Agreement sets forth the terms and conditions pursuant to which the Parties agree to collaborate to provide a quality education to students in India and assist them to successfully matriculate to CSUMB through an "Articulation Agreement."

**ARTICLE I: INTRODUCTION**

Section 1. CSUMB is an accredited campus of the California State University, located in Monterey Bay, California, United States. CSUMB's College of Extended Education and International Programs ("EEIP") offers an Articulation in which students from VSIT can articulate up to 66 credits to a CSUMB degree. EEIP offers academic courses that lead to Bachelors and Masters degrees.

Section 2. VSIT is an accredited college affiliated with Mumbai University in Mumbai, India, with the proper recognition of the Indian Ministry of Education, and desires to form a collaborative relationship with CSUMB to provide general education and major-related course work to those students in India who wish to study at and eventually graduate from CSUMB. This program is restricted to Information Technology – Computer Science majors.

Section 3. VSIT and CSUMB hereby agree to form a collaborative relationship to enroll students in CSUMB through an "Articulation Agreement." The "Articulation Agreement" is an academic collaborative program which allows students in India to attend CSUMB upon successful completion of a set of general education and major-related course work offered by VSIT in India, which have been pre-approved and articulated by CSUMB (in its entirety, the "Program").

Section 4. VSIT shall offer a two-year program of English, general education and other major-related courses which have been pre-approved and articulated by CSUMB (see Attachment C) as degree-applicable transfer courses. VSIT students shall be admitted to CSUMB as upper division transfer students subject to earning a minimum grade point average (GPA) as outlined in Attachment A as well as satisfying the English proficiency requirement as outlined in Attachment B (and meeting all other requirements in accordance with CSUMB admission requirements in existence at the time of a student's application for admission to



CSUMB through the Program). It is further agreed that CSUMB shall assist students who lack English proficiency to enroll at CSUMB via the ALCP program.

Section 5. VSIT is an accredited educational institute in Mumbai, India with government approval to offer courses that transfer credit to schools abroad. VSIT will offer a program mirroring the GE course work accredited through Kanda Institute of Foreign Languages (KIFL)/Center for Advanced Studies (CAS) in Tokyo, delivered in India but overseen (compliance and due diligence relating to course syllabi and transcripts) by the Director of the Center for Advanced Studies in Tokyo, Japan. VSIT will additionally offer specific major-related course work pre-approved by CSUMB. VSIT desires to form a collaborative relationship with CSUMB to provide both pre-approved major-related and general education courses to those students in India who wish to study at and eventually graduate from CSUMB. VSIT and CAS guarantee that VSIT will continue to use the approved KIFL/CAS GE and CSUMB pre-approved major course curriculum and will notify CSUMB immediately of any changes.

## **ARTICLE II: REPRESENTATIONS AND WARRANTIES**

Section 1. CSUMB represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. VSIT represents and warrants that it:

- a. is an educational entity in good standing in the country of India;
- b. has the legal authority to enter into this Agreement; and
- c. has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

## **ARTICLE III: RESPONSIBILITIES OF VSIT**

Section 1. VSIT shall maintain and offer general education and other major-related courses pre-approved by CSUMB to VSIT Information Technology major students (see Attachment C). Any modification to Attachment C must be mutually agreed to by the Parties in writing through CAS.

Section 2. VSIT shall maintain academic records of all students in the Program and shall issue transcripts upon students' request.

Section 3. VSIT shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to VSIT's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities and resources.



Section 4. At no time shall VSIT:

- a. Represent itself as a CSUMB entity, partner, agent or representative.
- b. Suggest to prospective students or students that they can come to the United States on a student visa with a primary purpose other than full-time study.
- c. Make any false or misleading comparisons (or claims of association) between CSUMB and any other educational institution.
- d. Make any representation that CSUMB is or is not associated with any other educational institution.
- e. Facilitate applications for prospective students who do not satisfy or comply with CSUMB admission requirements.
- f. Offer any guarantees to prospective students or students about uncertainties such as whether they will be granted a student visa; whether they will be admitted to the Program; or the likelihood of obtaining financial aid or scholarships.
- g. Give to any third parties, including but not limited to students or prospective students, any promotional or other Program-related information that has not been pre-approved in writing by CSUMB.
- h. Commit CSUMB to accept any prospective student or student into the Program.
- i. Undertake any advertising or promotional activity (including distributing or otherwise publishing any materials) about CSUMB or the Program without CSUMB's prior written consent.
- j. Use any registered or unregistered California State University or CSUMB Marks without prior written authorization from CSUMB. "Marks" means logos, trademarks, service marks, designs, and other intellectual property that belong to, are owned by, are licensed to, or carry the name of CSUMB and/or the California State University, or any other name protected by California Education Code section 89005.5, whether registered or not registered.

**ARTICLE IV: RESPONSIBILITIES OF CSUMB**

Section 1. CSUMB, through its Admission and Records office and EEIP, shall review student applications and issue acceptance to CSUMB to qualified applicants for undergraduate studies in Business or Computer Science. Through EEIP, CSUMB shall review student applications of any students who do not meet requirements for full admission. Such students may be admitted conditionally to CSUMB's ALCP program and CSUMB may work with VSIT to coordinate administrative procedures to be performed in India.

Section 2. Upon meeting the requirements of English language, general education and other courses offered by VSIT, students who have not satisfied the English proficiency requirement shall then enroll into ALCP at CSUMB and attend the appropriate level of ALCP based on their individual ALCP placement assessment. The English language admission requirement to CSUMB shall be met upon a student's successful completion of the ALCP – University Bridge Level-A



courses ("TOEFL Waiver"). CSUMB will assure the conditionally accepted students' eligibility to matriculate to CSUMB without needing any further English requirements other than the conditions mutually agreed to herein or by addendum.

Section 3. CSUMB shall grant and allow students to transfer up to sixty-six (66) academic semester (or equivalent term) units for all pre-approved academic courses completed by students with satisfactory grades from VSIT, as described in Attachment C.

#### **ARTICLE V: FINANCIAL RESPONSIBILITIES**

No monetary or other consideration will be exchanged between the Parties.

#### **ARTICLE VI: DISCONTINUANCE OF THE PROGRAM**

Section 1. This Agreement shall remain in force for five years from the date of signing. It may be terminated "at will" by either Party with thirty (30) days' written notice.

Section 2. Should this Agreement expire or be terminated, students issued full or conditional acceptance letters and/or those currently enrolled in the Program at VSIT shall be allowed to complete their education at CSUMB under the terms and conditions of this Agreement.

Section 3. Within thirty (30) days of expiration or termination of this Agreement, each Party shall return to the other Party all of such other Party's Program materials (including photocopies) by registered mail or reputable international courier. Each Party shall then permanently destroy any electronic copies of the other Party's materials. It is the intent of this Agreement that upon expiration or termination, neither Party shall retain any of the other Party's Program materials, Program-related materials or proprietary information.

Section 4. Subject to Section 2 above, upon the expiration or termination of this Agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending application(s). The expiration or termination of this Agreement does not affect any accrued rights or remedies of either Party.

#### **ARTICLE VII: MISCELLANEOUS**

Section 1. Compliance with Indian Law. Compliance with the law of India is the sole responsibility of VSIT. VSIT agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated herein.



Section 2. Privacy. CSU and VSIT will keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and VSIT may be, subject to various privacy, freedom of information and public records laws, and CSU and VSIT agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Monterey, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of Monterey, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 4. Insurance.

Under Indian law, VSIT confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. VSIT also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 5. Non-Exclusive Agreement. This is a non-exclusive Agreement, and either Party may contract with third parties to provide other similar programs.

Section 6. No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner or representative of either Party is an employee, representative, partner or agent of the other Party:

- a. Each Party performs under this Agreement as an independent contractor, and has no authority to represent or bind the other Party.
- b. No Party's employees are entitled to unemployment or workers' compensation benefits from the other Party.



- c. VSIT shall require its Program staff and instructors to acknowledge in writing that (i) they are not employees, representatives, partners or agents of CSUMB; (ii) they shall not represent themselves as such; and (iii) they have no authority to represent or bind CSUMB.

Section 7. Assignment. VSIT shall not assign this Agreement or any right or duty under this Agreement without the prior written consent of CSUMB, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment. VSIT hereby requests the inclusion of the Center for Advanced Studies (CAS) in Tokyo Japan, into this agreement, with specific duties to be added as Attachment D.

Section 8. Subcontracting. VSIT shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of CSUMB, which may be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written agreement between VSIT and the third party in question, as outlined in Attachment D.

Section 9. No Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by CSUMB, its officers, employees or agents.

Section 10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

Section 11. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 12. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

Section 13. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by



the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 14. Invalidity and Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

Section 15. Incentive Payments. VSIT certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSUMB, for the purpose of obtaining, or in connection with, this or any other agreement.

#### **ARTICLE VIII: INDEMNIFICATION**

Section 1. VSIT shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of VSIT, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless VSIT and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

#### **ARTICLE IX: NOTICES**

All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:



To VSIT:

Ravindra Nadkarni, Dean  
Vidyalankar School of Information  
Technology, Vidyalankar Dnyana Trust  
Wadala East, Mumbai 400 037  
91-22-2416-1126  
[www.vsit.edu.in](http://www.vsit.edu.in)

To CAS:

Charles Dirk Binder, CEO  
The Center for Advanced Studies  
#5 Sanwa Bldg 5F Room 501  
Yotsuya 2-8-8, Shinjuku-ku  
Tokyo 160-0004 JAPAN  
81-3-3226-7462  
[admin@cas-jpn.com](mailto:admin@cas-jpn.com)

To CSUMB:

Timothy Angle, Dean, College of  
Extended Education and International  
Programs  
100 Campus Center  
University Corp Bldg. 201, Ste. 201  
Seaside, CA 93955  
Phone: (831) 582-3796  
E-mail: [tangle@csumb.edu](mailto:tangle@csumb.edu)

Any changes to the above must be promptly provided in writing to the other Party.





**ARTICLE X: CONCLUSION**

This Agreement shall be effective when signed by all signatories. **Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein and represent that the signatories are authorized to bind the respective Parties.**

California State University,  
Monterey Bay

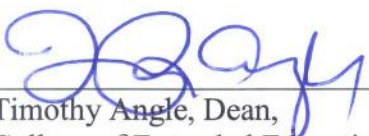
Vidyalankar School of Information  
Technology, Vidyalankar Dnyanapeeth  
Trust

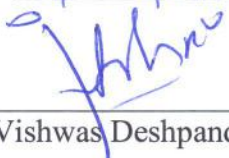
  
\_\_\_\_\_  
Eduardo M. Ochoa, President


  
\_\_\_\_\_  
Dr. S.C. Deshpande, Chairperson

Date: April 1, 2016

Date: 14<sup>th</sup> April, 2016

  
\_\_\_\_\_  
Timothy Angle, Dean,  
College of Extended Education and  
International Programs

  
\_\_\_\_\_  
Mr. Vishwas Deshpande, CEO, VDT

  
\_\_\_\_\_  
Ravindra Nadkarni, Dean, Academics,  
VSIT

In acceptance of the responsibilities  
assigned CAS under this two-party  
agreement made between CSUMB and  
VSIT/VDT

The Center for Advanced Studies

\_\_\_\_\_  
Dirk Binder, CEO, CAS

**SIGN  
& DATE**

**SIGN  
& DATE**

**SIGN  
& DATE**

**SIGN**



## **Attachment A**

### **ADMISSION REQUIREMENTS FOR UPPER DIVISION TRANSFER** (more than 60 semester transfer units)

- 1) GPA requirement: College overall 2.0 or above
- 2) For students currently attending US colleges or universities, complete the lower division general education requirements with a grade of C or above in
  - a) English composition
  - b) Oral communication
  - c) Logic/critical thinking
  - d) 3 semester units of math above intermediate algebra
- 3) International online application: [csumentor.edu](http://csumentor.edu)
- 4) \$55 application fee; credit card, check or money order (payable to CSUMB)
- 5) Bank / financial statement showing required balance in excess of yearly cost estimate
- 6) Official college transcript sealed in an envelope by the school
- 7) Copy of passport
- 8) Good standing in the last college/university attended

NOTE: VSIT students will have completed over 60 units in the VSIT program, therefore the above criteria apply. The above four GE courses will have been completed in the VSIT program. Satisfaction of the "C or above" requirement will be on an individual basis.

### **FRESHMAN REQUIREMENTS FOR INTERNATIONAL STUDENTS**

- 1) GPA requirement: High school overall 3.0 or above
- 2) English requirement: TOEFL or IELTS (taken within two years)
  - a) TOEFL: Internet based 61 or above. Paper-based 500 or above, OR completion of ALCP Program Level A
  - b) IELTS band 5.5 or above

The English requirement may be waived if the student has attended an English-speaking institution for over three years.

- 3) English translation of all non-English documents
- 4) International online application: [csumentor.edu](http://csumentor.edu)
- 5) \$55 application fee; credit card, check or money order (payable to CSUMB)
- 6) Bank / financial statement showing required balance in excess of yearly cost estimate
- 7) Official high school and VSIT transcript sealed in an envelope by the school
- 8) Copy of passport

NOTE: VSIT students will, in most cases, meet criteria to be admitted as upper division transfer students. Should a student apply for admission with fewer than 60 transfer units, that student will be treated as a freshman applicant and all above conditions are required.



## **Attachment B**

### **CSUMB ENGLISH LANGUAGE REQUIREMENT**

In addition to meeting all the academic and financial requirements pursuant to the CSUMB admission requirements in existence at the time of a student's application for admission to CSUMB:

Students who fulfill the existing CSUMB English admission requirement; i.e., TOEFL score of 61 or IELTS score of 5.5 or grade of "C" or above in English 10, may apply for direct admission to CSUMB.

Students who apply through the Program and have completed English language preparation in the VSIT Program may transfer to ALCP.

Upon arrival at CSUMB, students who do not meet the English language requirement will be given the standard ALCP placement assessment:

Students who place at the ALCP – Academic Skill level 5 or greater will begin their English language study at ALCP – University Bridge Level A. Upon successful completion of ALCP University Bridge Level A, students will be matriculated in a degree program at the beginning of the next available term.

Students who place below ALCP – Academic Skill level 5 will be registered in an appropriate level of ALCP – University Bridge Level and shall advance from level to level according to ALCP's level-advancement protocol.

Any student who achieves a TOEFL or IELTS score that meets the CSUMB English proficiency requirement may matriculate in a CSUMB degree program at the beginning of the next available term.



## Attachment C

### Articulation chart for GE coursework

From: Vidyalankar School of Information Technology	To: California State University Monterey Bay
VSIT 101 Professional Communication Skills (3)	GE A3
VSIT LING 10 Introduction to Language (3)	GE C2
Differential Calculus I* (4)	GE B4 – MATH 150 *
VSIT COMM 3 Fundam of Public Communication (3)	GE A1
VSIT BIOL 10 Life Science (with lab) (3)	GE B2
VSIT PHYS 4A/4AL Mech & Wave Motion w/lab (4)	GE B1 + B3
VSIT ENGL 10 Accelerated Academic Literacy (3)	GE A2
VSIT HIST 12 U.S. History 1865 to present (3)	GE D1
VSIT PLSI 2 American Government & Institutions (3)	GE D2
VSIT ECON 40 Microeconomics (3)	GE D1
VSIT ENG 43 Fiction Writing (3)	GE C1

**Total GE Transfer units in VSIT program 35**

### Articulation chart for IT-CST coursework

#### VSIT B.Sc, Information Technology program to CSUMB B.S., Computer Science degree

From: Vidyalankar School of Information Technology	To: California State University Monterey Bay
Differential Calculus 2 (4)	MATH 151 Calculus II
VSIT 105 Introduction to C++ Programming (4)	CST 231: Problem Solving & Programming
VSIT 403 Java and Data Structures (4)	CST 238: Intro to Data Structures
VSIT 301 Logic and Discrete Mathematics (4)	MATH 170 Discrete Math
VSIT 305 Modern Operating Systems (3)	CST 344: Operating Systems
VSIT 204 Database Management Systems (3)	CST 363: Intro to Database Systems - must have both VSIT 204 and VSIT 303 to articulate as CST 363
VSIT 303 Advanced SQL (3)	
VSIT 201 Web Technology (3)	CST 336: Internet Programming
VSIT 401 Software Engineering (3)	CST 438: Software Engineering

**Total Major Transfer units in VSIT program 31**

**Total Transfer units in VSIT program 66**

NOTE: Some courses are double counted as fulfilling **both GE and Major** requirements – such courses are indicated with an asterisk above. Transfer units not applied to fulfill GE requirements shall be counted as Elective or Major units

CSUMB will provide each student a list of remaining degree requirements at time of transfer.

## Attachment D



**Roles Assigned to the Center for Advanced Studies (CAS) under contractual agreement between CAS and VSIT**

- 1) CAS will arrange special summer seminars to be taught by (a) visiting instructor(s) at VSIT one time every two years. These courses will include the articulated GE course ENGLISH 10 – Accelerated Academic Literacy. Such courses will be listed on standard VSIT transcripts.
- 2) CAS will review VSIT student transcripts prior to submission by VSIT to CSUMB, to ensure compliance with CSUMB standards and regulations.
- 3) CAS will act as the liaison office between CSUMB and VSIT on all matters relating to the Agreement made between CSUMB and VSIT and the course work completed at VSIT and accepted in transfer by CSUMB, as listed in Appendix C. Where communications including conference calls are arranged or take place between VSIT and CSUMB, CAS shall minimally be asked to take part, and CAS will be copied on all e-mails between VSIT and CSUMB. Where site visits to/from VSIT and CSUMB are arranged, CAS shall minimally be invited to take part in any and all such meetings or visits.
- 4) Any and all financial obligations incurred by CAS due to the above roles assigned to CAS shall be at the expense (subject to pre-approval by) of VSIT.



## LETTER OF ENGAGEMENT

Southern Illinois University Edwardsville, USA

And

Vidyalankar Dnyanapeeth Trust's Vidyalankar School of Information Technology, India

### **A. PURPOSE AND OUTCOMES OF THIS LETTER OF ENGAGEMENT**

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 Vidyalankar Dnyanapeeth Trust's Vidyalankar School of Information Technology (VSIT), Mumbai, India, agree to enhance international collaboration between their institutions. This agreement shall comply with all policies of Southern Illinois University and Vidyalankar School of Information Technology.

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

- Facilitate student and faculty mobility between the institutions.
- Promote the opportunity for qualified students and faculty members to come to SIUE for graduate degree programs.
- Explore the possibility of establishing a 2+2 transfer program that would allow qualified VSIT undergraduate students to transfer into a program at SIUE in their 3<sup>rd</sup> year of undergraduate studies. Programs in business, engineering, and communications can be explored.
- Discuss the possibility for joint academic programs and research opportunities.
- Discuss reduced tuition rates for VSIT students who study at SIUE.

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

Using direct discussions, the faculty will identify students and faculty interested in joint academic projects, map coursework for a possible 2+2 undergraduate transfer program, and facilitate the transfer from VSIT to SIUE for degrees. Direct discussions will include reduced tuition rates.

### **B. EXPENSES INCURRED**

Those who participate in travel under this Letter of Engagement, 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 for the duration of one semester or longer, 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 specified in a formal Specific Agreement. Nothing shall preclude informal exchanges prior to completion of this final agreement.

This Letter of Engagement is for a period of two (2) 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 VSIT agree to strive in good faith toward long-term international collaboration that will benefit both institutions.

**D. EVALUATION**

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

At the end of the term of the Letter of Engagement, both institutions will assess if any of the following are feasible.

- Are any of the engineering, business, or communications programs compatible for a 2+2 transfer program?
- Are students interested in matriculating to SIUE master's degree programs?
- Are students and/or faculty interested in developing joint academic or research projects?

If the answer is "yes" to 1 of 3 questions, an agreement will be drafted.

**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. 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.

**J. 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.

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



**Dr. Rohini Kelkar, Principal  
Vidyalankar Dnyanapeeth Trust's  
Vidyalankar School of Information  
Technology**

1 Nov. 2017  
DATE



**Dr. Randy Pembroke, Chancellor  
Southern Illinois University  
Edwardsville**

1 Nov. 2017  
DATE



**Contact Information:**

**For SIUE**

**Mary Konya Weishaar, Ph.D.**  
**Executive Director, International Affairs**  
**Southern Illinois University Edwardsville**  
**Campus Box 1616**  
**Edwardsville, Illinois U.S.A. 62926**  
**Telephone: 01.618.650.3491**  
**Email: [mweisha@siue.edu](mailto:mweisha@siue.edu)**

**For VSIT**

**Asif K. Rampurawala**  
**Vice Principal**  
**Vidyalankar School of Information Technology**  
**Telephone: +91 22 2461126 ext 3002**  
**Email: [asif.rampurawala@vsit.edu.in](mailto:asif.rampurawala@vsit.edu.in)**





# **ARTICULATION AGREEMENT**

**(Bachelor of Arts)**

between

**THOMPSON RIVERS UNIVERSITY (TRU)**

and

**VIDYALANKAR SCHOOL OF INFORMATION  
TECHNOLOGY (VSIT)**

**2019**



## **ARTICULATION AGREEMENT**

THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of Sept., 2019.  
BETWEEN:

**THOMPSON RIVERS UNIVERSITY**

Represented by its international education division, TRU World,  
With a mailing address of  
805 TRU Way, Kamloops, BC, CANADA V2C 0C8  
(hereinafter called "TRU")

AND

**VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY**

Vidyalankar College Marg  
Wadala East, Mumbai 400037, India  
(hereinafter called "VSIT")

### **A BACKGROUND**

- A.1 TRU is a degree granting public university operating in Kamloops, B.C., Canada.
- A.2 VSIT is a National Assessment and Accreditation Council (NAAC) accredited private college affiliated to University of Mumbai operating in Mumbai, India.
- A.3 VSIT offers to its students the Bachelor Degree in Mass Media affiliated to University of Mumbai (hereinafter called "VSIT Program").
- A.4 TRU offers to its students the Bachelor of Arts Program (hereinafter called "TRU Program") and is empowered to grant degrees to the graduates of TRU Program.

### **B OBJECTIVES**

The objectives of this articulation agreement include, but are not limited to:

- B.1 Ensuring access by eligible students from VSIT Program to TRU Program.
- B.2 Establishing criteria to determine eligibility of students from VSIT Program to TRU Program.
- B.3 Determining the transferability and applicability of certain courses offered by VSIT to TRU Program.
- B.4 Establishing of processes to encourage, review and expand, as appropriate, this Agreement between TRU and VSIT.



## **C AGREEMENT**

C. 1. TRU agrees to accept up to 10 VSIT students into the TRU Program annually on the following basis:

- VSIT students must meet the criteria set out in Schedule A of this Agreement.
- VSIT students must complete TRU application packages with required documentation (including VSIT transcript, English language test result, TRU application form, and application fee) and they must be received by TRU International Admissions Office by March 31 for transfer to Fall Semester, and July 31 for transfer to Winter Semester.
- TRU receives full tuition payment for at least the first year of study at TRU.

C.2 Both VSIT and TRU agree to encourage VSIT students to participate in this articulation program by providing information and assistance to prospective transfer students. Current transferability and applicability of the VSIT Program to the TRU Program is set out in Appendix A and B to this Agreement.

C.3 Both VSIT and TRU will designate a program representative at their respective campuses to facilitate coordination of this Agreement.

## **D TERM OF AGREEMENT**

D.1 This Agreement will become effective on the date first written above and shall have an initial term of five (5) years. The term shall be extended on a year by year basis unless either party notifies the other in writing at least six (6) months before the end of the then-current term of its desire to terminate the Agreement. If either party breaches a material term herein, this Agreement may be terminated by the other party upon giving six (6) months' written notice of such breach.

D.2 In the event of the termination of this Agreement under Section D.1, both parties acknowledge and agree that, subject to Section C.1 above, all students enrolled in VSIT Program as at the date of the written notice of such termination shall be entitled to admission to the TRU Program under this Agreement despite its termination upon their graduation from VSIT so as to ensure the fulfillment of the reasonable expectations of such students.

D.3 Each institution must notify the other as soon as reasonably possible when making material changes to curriculum of the VSIT Program or the TRU Program as the case may be. Depending on the nature of the curriculum



change, adjustments to the attached Schedule A, Appendix A and Appendix B of this Agreement may be necessary.

## **E GENERAL**

E.1 Any notice or other communication between the parties may be delivered by courier, mail, facsimile or electronic mail to the respective addresses of the parties set out below:

If to TRU:

TRU World  
805 TRU Way, Kamloops, BC, Canada V2C 0C8

Attention: Baihua Chadwick, Associate Vice-President International and  
CEO, TRU World Global Operations

Facsimile: 1-250-828-5140

E-mail: bchadwic@tru.ca

If to VSIT:

VIDYALANKAR SCHOOL OF INFORMATION TECHNOLOGY  
Peal Center Building, Senapati Bapat Marg, Dadar (W) Mumbai 400028,  
India

Attention: Shweta M Apte - Associate Dean - International Programs

Phone: +91 22 4232 4232

Email: shweta.apte@vidyalankar.org

E.2 This Agreement shall be construed in accordance with the laws of the Province of British Columbia and any legal proceedings arising out of this Agreement shall be brought in Kamloops, B.C.

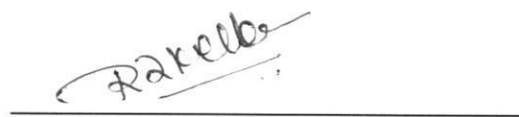


E.3 Neither party to this Agreement shall be liable to the other party for any failure or delay in performance caused by circumstances beyond its control including, but not limited to, acts of God, fire, labour difficulties, unusually severe weather or governmental action. If TRU ceases offering the TRU Program, VSIT will stop accepting new students into the VSIT program immediately upon receiving written notice from TRU. Both TRU and VSIT will work collaboratively to explore alternative educational pathways for students who are registered in the VSIT Program.

IN WITNESS WHEREOF TRU and VSIT have executed this Agreement on the dates set out below:

**Thompson Rivers University**

**Vidyalankar School of Information Technology**



Dr. Brett Fairbairn  
President and Vice-Chancellor

Dr. Rohini Kelkar  
Principal



Baihua Chadwick  
Associate Vice-President International  
CEO TRU World Global Operations

Prof. Asif Rampurawala  
Vice Principal

Date: \_\_\_\_\_

Date: 1<sup>st</sup> Sept 2019



## Schedule A

### Articulation Agreement between TRU and VSIT

VSIT Program: Bachelor Degree in Mass Media  
TRU Program: Bachelor of Arts, Communication Major, PR Stream

#### TRU Bachelor of Arts

##### Admission Requirements:

1. BC Grade 12 or Adult Dogwood or mature student status or equivalent
2. English 12/English 12 First Peoples with a minimum of 73% or equivalent
3. Mathematics 11 or higher is strongly recommended for students pursuing Education or a major in Geography and Environmental Studies, Sociology or Psychology

These are the minimum requirements. Admission to each major Program may have specific requirements. See TRU Academic Calendar for details.

#### TRU Bachelor of Arts, Communication Major, PR Stream Degree Program Requirements

##### Lower level requirements 33 credits

###### First-year requirements 12 credits

CMNS 1160 Introduction to Communication  
CMNS 1290 Introduction to Technical Writing  
ENGL 1100 Introduction to University Writing  
ENGL 1110 Introduction to Fiction

###### Second-year requirements 12 credits

CMNS 2160 Mass Communication and the Popular Culture Industry  
CMNS 2170 Interpersonal Communication  
CMNS 2290 Professional and Business Writing  
JOUR 2060 Introduction to Multimedia

###### Event management and marketing requirements 9 credits

EVNT 2260 Managing Special Events  
EVNT 2070 Staging Special Events

One of the following:

MKTG 2430 Marketing  
MKTG 3430 Marketing Management  
TMGT 1150 Marketing and Customer Service

##### Lower level electives 27 credits



## **Lower level electives 27 credits**

### **Upper level requirements 39 credits**

#### **Core requirements 12 credits**

CMNS 3000 Communication Research Methods  
JOUR 3550 Media and Public Relations  
CMNS 4530 Organizational Communication  
JOUR 2800 (1 credit) Journalism Career Preparation 1  
JOUR 3800 (1 credit) Journalism Career Preparation 2  
JOUR 4800 (1 credit) Journalism Career Preparation 3

#### **Required electives: 27 credits choose nine of the following courses**

CMNS 3020 Travel Media  
CMNS 3050 Communication, Marketing and Design  
CMNS 3230 Information Design  
CMNS 3240 Advanced Professional Communication  
CMNS 3500 Selected Topics in Communication and Public Relations  
CMNS 3510 Intercultural and Cross-cultural Communication  
JOUR 3700 Media Law and Ethics  
JOUR 3110 Layout and Design for Newspapers and Magazines  
JOUR 3160 Online Journalism  
JOUR 4130 Advanced Online and Multimedia Journalism  
MKTG 3470 Consumer Behaviour  
MKTG 4470 International Marketing  
MKTG 4480 Integrated Marketing Communications  
TMGT 4050 Event Tourism  
TMGT 4090 Culture of Events

### **Upper level electives 21 credits**

Note:

1. To earn a TRU Bachelor degree, transfer students from VSIT Program will need to complete all TRU Program requirements.
2. Students must meet specific course prerequisites as set out in the TRU calendar.
3. TRU Program requirements are subject to change. In case of any material changes, TRU will inform VSIT as soon as reasonably possible.
4. After transfer to TRU, students are responsible for consulting with their TRU program advisor to ensure courses selected are appropriate for their program of study or to meet future educational goals.



## Appendix A

### Articulation Agreement between TRU and VSIT

#### Transfer Credits

- Upon successful completion of two years of the VSIT Program, course credits will transfer to the TRU Program, of which a maximum of 60 credits can be used towards meeting TRU Program requirements.
- VSIT transfer students must have a minimum cumulative grade point average (CGPA) of 2.0 or C.

<b>Vidyalankar School of Information Technology / Thompson Rivers University</b>			
<b>Transfer Credit Mapping</b>			
<b>Transfer Credit Guidelines</b>			
<ul style="list-style-type: none"><li>• Transfer credit will be determined on a course-by-course basis.</li><li>• Transferred courses are awarded credit only and are not included in the CGPA.</li><li>• Other VSIT courses not listed in this chart will be assessed on an individual basis.</li></ul>			
	<b>VSIT course</b>	<b>Fulfillment of TRU requirement in BA, Communication Major, PR Stream</b>	<b>TRU credits</b>
1.	Introduction to Media Studies	CMNS 1160 1 <sup>st</sup> -year requirement	3
2.	Effective Communication Skills -I	CMNS 1290 1 <sup>st</sup> -year requirement	3
3.	An Introduction to Literature	ENGL 1110 1 <sup>st</sup> -year requirement	3
4.	Effective Communication Skills – II	CMNS 2290 2nd-year requirement	3
5.	Fundamentals of Mass Communication	CMNS 2160 2nd-year requirement	3
6.	Organization Behavior	ORGB 2XX0 elective	3
7.	Introduction to Advertising	CMNS 2XX0 elective	3
8.	Radio and Television	CMNS 1XX0 elective	3



9.	Principles of Management & Marketing	MKTG 2430 Introduction to Marketing	3
10.	Introduction to Advanced Computers	Lower level elective	3
11.	Introduction to Sociology	Lower level elective	3
12.	Introduction to Psychology	Lower level elective	3
13.	History of the World, India & Maharashtra	Lower level elective	3
14.	Translation Skills	Lower level elective	3
15.	Understanding Cinema	Lower level elective	3
16.	Introduction to Creative Writing	Lower level elective	3
17.	Introduction to Economics	Lower level elective	3
18.	Political Concepts and the Indian Political System	Lower level elective	3
19.	Introduction to Public Relations	CMNS 3550 Media and Public Relations	3
20.	Introduction to Journalism	JOUR 2XX0 elective	3



## Appendix B

### English Language Proficiency Requirements for Academic Study

Students will take an English Placement Test (EPT) upon arrival and will be placed in the appropriate level of English language study as indicated.

If a student has a TOEFL or other test score they may elect to enter ESL or academic courses without taking the TRU English Placement Test for the following scores:

TRU Placement	TOEFL iBT	TOEFL paper-based	IELTS	MELAB	CanTEST	CAEL
Direct entry to academic programs	88+ with no section below 20	570+ TWE 4.5+	6.5+ with no bands below 6.0	81+	4.5+ with no component score below 4.0	Overall 70+ No subtest below 60
Direct entry into Level 5 ESL	80+	550-569 TWE 4.0+	6.0+ with no band below 5.5	77+	4.0+ with no component score below 4.0	Overall 60+ No subtest below 50
Direct entry into Level 4 ESL	71+	530-549	5.5+ with no band below 5.0	74+	4.0+ with no component score below 3.5	Overall 50+ No subtest below 40
Direct entry into Level 3 ESL	61+	500-529	5.0+	69+	3.5+	Overall 40+

\*A student must meet or exceed the required level on all aspects to be at any specific level (for example, for the TOEFL, direct entry students must have an overall score of 88+ and all sections at least 20). When sub-scores are used, a good mark in one area will not compensate for a poor mark in another. We recommend that students who do not meet the requirements for direct entry write the TRU placement test to determine their appropriate placement in ESAL.

**Common European Framework of Reference for Languages** - TRU will consider the CEF C1 and C2 for direct entry into academic programs. We will also consider CEF B2 and B2+ as equivalent to the IELTS 5.0+ for placement purposes.

**Cambridge ESOL** - TRU will consider the CAE (Certificate in Advanced English) and CPE (Certificate of Proficiency in English) for direct entry into academic programs. The **FCE** (First Certificate in English) will be considered at the IELTS 5.0+ for placement purposes.



## **Memorandum of Understanding**

### **Introduction**

Believing in the significance of academic and cultural understanding and cooperation, Vidyalankar Dnyanapeeth Trust's Vidyalankar School of Information Technology, Mumbai, India, and the University of South Carolina Aiken, Aiken, South Carolina, USA, have agreed to initiate the process to enhance relations, exchange of expertise, and boost academic development for both the Institutions which will also be in the general interest of students and staff at both the Institutions. This memorandum of understanding (MOU) is a step in the said direction and delineates the main features of cooperation between the two organizations, particularly in academic development, research, exchange of students, faculty, and staff; and development of educational opportunities to enrich campus internationalization at each Institution. While this memorandum is not to be considered a contract, the following articles shall be explored and discussed by both parties in good will and in good faith.

### **Article 1**

Vidyalankar School of Information Technology (VSIT), hereinafter shall be referred to as "the First Party" and the University of South Carolina Aiken (USC Aiken), hereinafter shall be referred to as "the Second Party," have agreed to explore the possibility of establishing a relationship in order to advance global understanding, research, teaching relationships and faculty and student exchanges.

### **Article 2**

The two parties shall endeavor to encourage faculty and staff from both Institutions to explore possible areas where instruction can be enriched through an electronic forum between classes. The purpose of the electronic forum would be to connect undergraduate or graduate students in India to students in the United States around a specific course topic, problem, or research project for the purpose of providing students with greater global perspectives on the course content or discipline. Both the Parties will



discuss the mechanism, technicalities of delivering video conferencing, an electronic forum, and/or web-based chat rooms and if the terms and conditions, financial implications are mutually agreed by and between the two parties, an agreement shall be executed between the parties incorporating all the agreed terms and conditions, which will be signed by the designated authorized persons from both the parties.

### **Article 3**

Both the parties shall explore the feasibility of developing a select number of academic curriculum partnerships. These may ultimately be in the form of Transfer Program (2+2 or similar configuration), or other creative curriculum partnerships to enrich undergraduate and/or graduate study opportunities.

### **Article 4**

Both parties will explore the possibility of creating awareness of the undergraduate and graduate programs available at the partner institution, advising students as to the criteria and deadlines for admission, and accordingly assist students with the submission of applications to the graduate / undergraduate programs.

### **Article 5**

The Second Party will negotiate a discounted non-resident tuition rate for students from the Partner institution. The scholarship will be extended for a total of (to be negotiated) semesters provided the student is making adequate progress (2.0 GPA in courses taken at USC Aiken and earning at least 12 semester hours credit each semester taken at USC Aiken) in the program.

### **Article 6**

The two parties shall encourage the exchange of faculty and staff from both Institutions for teaching, professional development, and/or research endeavors; and/or encourage staff to carry out non-residential partnerships to develop academic and scientific research in areas and fields of interest to both parties.

### **Article 7**

The two parties agree to encourage the offering of short, specialized courses and training sessions at Undergraduate and Graduate Level in areas needed by both



Institutions (for example, through short-term summer "Discovery" Programs hosted on the campus).

#### **Article 8**

The two parties shall encourage student visits from both Institutions. However before implementing, all procedures, mechanisms to study, the cost and share of both the parties to implement these visits, terms and conditions including financial implications for the Institutions if mutually agreed by and between the parties hereto shall be incorporated in an agreement to be executed between the parties.

#### **Article 9**

The two parties will encourage exchanges of ideas, processes and procedures in student life and campus leadership.

#### **Article 10**

One liaison officer from each Institution will be appointed to follow up the implementation of the MOU and to brief the officials in both Institutions about progress achieved.

#### **Article 11**

Notwithstanding anything to the contrary stated herein, the parties herein agree that before implementing any program/activities under this MOU/arrangement, the parties will, negotiate, discuss all the terms and conditions including financial and other implications on both the Institution and if the parties mutually agree, the agreed terms and conditions shall be so recorded in writing in an agreement to be executed by and between the parties and shall be signed by the authorized representative of the parties herein.

#### **Article 12**

This Memorandum of Understanding is typically valid for one (1) year from the date signed by both parties and is automatically renewed on a year to year basis unless otherwise revoked by either party in writing by giving 180 days prior notice to the other party for termination of the agreement. Students enrolled in this program at VSIT prior



to such termination of the agreement will be allowed to complete their study at USC Aiken should they meet admission requirements.

First Party:

Signature: Sanjeewani Deshpande

Name : Dr. Sanjeewani C. Deshpande

Title: Chairperson

Institution: Vidyalankar Dnyanapeeth Trust

Date: 2<sup>nd</sup> Nov. 2015

Signature: Rohini A. Kelkar

Name : Dr. Rohini A. Kelkar

Title: Principal

Institution: Vidyalankar School of  
Information Technology

Date: 2<sup>nd</sup> Nov. 2015

Second Party:

Signature: Sandra Jordan

Name : Dr. Sandra Jordan

Title: Vice Chancellor

Institution: University of South Carolina Aiken

Date: 2 November 2015

Signature: Jeff M. Priest

Name: Dr. Jeff Priest

Title: Exe. Vice President

Institution: University of South Carolina Aiken

Date: 2 November 2015





UNIVERSITY OF  
**SOUTH CAROLINA**  
BEAUFORT

**Memorandum of Understanding**

**Introduction**

Believing in the significance of academic and cultural understanding and cooperation, Vidyalankar Dnyanapeeth Trust's School of Information Technology, Mumbai, India and the University of South Carolina Beaufort, Bluffton, South Carolina, USA have agreed to initiate the process to enhance relations, exchange expertise, and boost academic development for both institutions which will also be in the general interest of students and staff. This memorandum of understanding (MOU) is a step in the said direction and delineates the main features of cooperation between the two organizations, particularly in academic development, research, exchange of students, faculty, and staff; and development of educational opportunities to enrich campus internationalization at each institution. While this memorandum is not to be considered a contract, the following articles shall be explored and discussed by both parties in good will and in good faith.

**Article 1**

Vidyalankar School of Information Technology (VSIT) and the University of South Carolina Beaufort (USCB) "have agreed to explore the possibility of establishing a relationship in order to advance global understanding, research, teaching relationships and faculty and student exchanges.

**Article 2**

The two parties shall endeavor to encourage faculty and staff from both institutions to explore possible areas where instruction can be enriched through an electronic forum between classes. The purpose of the electronic forum would be to connect undergraduate or graduate students in India to students in the United States around a specific course topic, problem, or research project for the purpose of providing students with greater global perspectives on the course content or discipline. Both the Institutions will discuss the mechanism, technicalities of delivering video conferencing, an electronic forum, and/or web-based chat rooms and if the terms, conditions and financial implications are mutually agreed by and between the two Institutions, an agreement shall be executed between the parties incorporating all the agreed terms and conditions, which will be signed by the designated authorized persons from both the parties.

*Rob*



**Article 3**

Both the Institutions shall explore the feasibility of developing a select number of academic curriculum partnerships. These may ultimately be in the form of dual-degree (2X2 or similar configuration), or other creative curriculum partnerships to enrich undergraduate and/or graduate study opportunities.

**Article 4**

Both parties will explore the possibility of creating awareness of the undergraduate and graduate programs available at the partner institution, advising students as to the criteria and deadlines for admission, and accordingly assist students with the submission of applications to the graduate programs.

**Article 5**

The Second Party will negotiate a discounted non-resident tuition rate for students from the Partner institution. The scholarship will be extended for a total of (to be negotiated) semesters providing the student is making adequate progress in the program.

**Article 6**

The two parties shall encourage the exchange of faculty and staff from both institutions for teaching, professional development, and/or research endeavors; and/or encourage staff to carry out non-residential partnerships to develop academic and scientific research in areas and fields of interest to both parties.

**Article 7**

The two parties agree to encourage the offering of short, specialized courses and training sessions in areas needed by both institutions (for example, through short-term summer "Discovery" Programs hosted on the campus).

**Article 8**

The two parties shall encourage student visits from both institutions. However before implementing, all procedures, mechanisms to study, the cost and share of both the parties to implement these visits, terms and conditions including financial implications for the Institutions if mutually agreed by and between the parties hereto shall be incorporated in an agreement to be executed between the parties.

*Rab*



**Article 9**

The two parties will encourage exchanges of ideas, processes and procedures in student life and campus leadership.

**Article 10**

One liaison officer from each institution will be appointed to follow up the implementation of the MOU and to brief the officials in both institutions about progress achieved.

**Article 11**

Notwithstanding anything to the contrary stated herein, the parties herein agree that before implementing any program/activities under this MOU/arrangement, the parties will negotiate all the terms and conditions including financial and other implications on both the institutions; if the parties mutually agree, the agreed terms and conditions shall be so documented in an agreement to be executed by and between the parties and shall be signed by the authorized representative of the parties herein.

**Article 12**

This Memorandum of Understanding is typically valid for one (1) year from the date signed by both parties and is automatically renewed on a year to year basis unless otherwise revoked by either party in writing by giving 180 days prior notice to the other party for termination of the agreement.

First Party

Signature: \_\_\_\_\_

*Rakel*

Title: \_\_\_\_\_

*Principal*

Institution: Vidyalankar School of Information Technology

Date: \_\_\_\_\_

*January, 2, 2018*

Second Party

Signature: \_\_\_\_\_

*Dr. M. Pame*

Title: \_\_\_\_\_

*Chancellor*

Institution: University of South Carolina Beaufort

Date: \_\_\_\_\_

*December 1, 2017*