

AGREEMENT
BETWEEN

Goswami Ganesh Dutta Sanata Dharma College ("GGDSD")
Sector 32-C, Chandigarh, India

AND

University of the Fraser Valley ("UFV")
Abbotsford, BC, Canada

This agreement is supplementary to the Memorandum of Understanding dated April 2nd, 2006 between GGDSD and UFV and relates to the delivery by UFV of its academic programs ("Program") in Chandigarh, India.

ARTICLE 1
PROGRAM DESCRIPTION

1.1 Program Delivery. Pursuant to this Agreement, UFV will deliver its programs in collaboration with GGDSD at GGDSD's premises in sector 32-C, Chandigarh, India, with an applied orientation and relevant industry focus.

1.2 Program Faculty. Program courses will be taught by a combination of faculty from North America and India, as determined by UFV in consultation with the coordinator (GGDSD).

1.3 Admission and Retention Standards. UFV will admit to and permit to remain in the Program only students who meet or exceed the standards set out in Schedule A attached hereto.

1.4 Annual Review. After the end of each winter semester, either party can request a review of this Agreement and the manner in which the Program is administered to consider improvements prior to the in-take of students for the next semester.

1.5 Overall Management of the Program. In all aspects of managing, administering and delivering the Program, including without limitation with respect to student complaints, harassment and grade appeals, UFV will apply its own policies and procedures except where to do so would not accord with Indian law, in which case UFV will revert to the policies and procedures followed or recommended by GGDSD. Both UFV and GGDSD acknowledge that this Agreement is not intended to and will not supersede or oblige either institution to act contrary to any of the policies, regulations, responsibilities or mandates of each institution, as established by their respective governing bodies.

ARTICLE 2
UFV RESPONSIBILITIES

2.1 UFV Responsibilities. During the term of this Agreement, UFV, in consultation with the coordinator (GGDSD), will:

- a) admit and register students who qualify for and are accepted into the Program in its registration system, collect student fees, assign UFV student identification numbers and issue student ID cards;
- b) assign qualified faculty and staff who are respectful of the cultural sensitivities for delivering the Program in India;
- c) employ, pay the salaries of, manage and be responsible for all staff and faculty involved in delivery of the Program;
- d) provide the necessary course delivery information and materials required by faculty and staff for the delivery of the Program;
- e) pay or otherwise provide for the salary, travel, accommodation and other costs pre-approved by lead administrator in India associated with North American faculty and staff involved in the Program and be responsible for visas as required;
- f) issue credentials and transcripts for students in the Program;
- g) communicate with students regarding probationary status or a request that a student withdraw from the Program for academic reasons;
- h) generate assignments and industry projects for students in the Program and, wherever possible, arrange for placing students for appropriate work experience with companies in India and Canada;
- i) provide students in the Program and faculty and staff with access to UFV's online resources including electronic journals.
- j) promote and market the program..

2.2 Transfers by Students. Students in the Program who have successfully completed one, two or three years will be eligible to apply for transfer to UFV's academic programs in Canada, subject to Canadian immigration laws, UFV's then prevailing policies and UFV's capacity to take transfer students from the Program. Transferring students will pay UFV's international fees instead of the fees indicated in paragraph 4.1. If a student transfers from the Program to UFV's campus in Canada, UFV will ensure that neither the Program nor any of the students enrolled in the Program suffers any shortage of resources as a result of any reduction in the revenue available to fund the Program caused by the transfer.

ARTICLE 3 GGDSD RESPONSIBILITIES

3.1 GGDSD Responsibilities. During the term of this Agreement GGDSD will:

- a) appoint and pay the salary of a coordinator or assistant coordinator who will be responsible for working with UFV's coordinator to ensure the smooth delivery of the Program and to help in dealing with GGDSD's day-to-day operational systems with respect to the Program. Ordinarily the Principal will act as the coordinator and may appoint an assistant coordinator to provide assistance;

- b) if from time to time requested by UFV to do so, assist UFV in identifying and hiring local support staff, mentors, tutors and qualified teachers;
- c) provide UFV with assistance and guidance in making contact with firms in India for student placements;
- d) provide UFV with the following facilities, equipment and support services without charge at its own cost.
 - i) a photocopy machine located close to offices occupied by UFV faculty and staff;
 - ii) printing and photocopy services provided by dedicated printers;
 - iii) for every two UFV faculty and staff, one private office complete with two individual desks, chairs and reading lights, at least one bookcase, lockable filing cabinet, telephone with unrestricted access, provided that UFV will pay the costs of international and domestic calls, subject to the availability of space;
 - iv) a separate, fully furnished front office for UFV's admissions and enrollments with a phone and fax machine with unrestricted access, provided that UFV will pay the costs of international and domestic calls and fax usage;
 - v) a sufficient number of air-conditioned lecture classrooms equipped with multimedia, power-point and overhead projectors, video playback machines and broadband internet connection and having the capacity to seat 40 to 45 students with desks/tables and chairs that are of a quality acceptable to UFV to accommodate the student intake;
 - vi) a computer lab equipped with application software that is substantially the same as that used at UFV, with broadband connectivity for Internet usage and delivery of certain course content;
 - vii) library facilities and materials, auditorium, seminar halls and campus grounds relevant for successful delivery of the Program.
- e) assist UFV's coordinator in the administration and management of the Program, with the assessment and quality monitoring of the Program and in dealing with and/or meeting national and state government requirements including those of, but not limited to All India Council for Technical Education, Association of Indian Universities, and the University Grants Commission.

ARTICLE 4 STUDENT FEES

4.1 Application and Tuition Fees. Students will pay UFV a non-refundable application fee with their application for admission to the Program. On or before the first week of September of each year, students will pay UFV tuition fees for each year they are in the

Program ("Tuition Fees"), the amount of which will be charged for one academic year (September-December and January – April).

4.2 UFV to Set Fees. UFV will set Tuition Fees and establish such other deposits, charges and amounts to be paid by students for admission and participation in the Program provided that UFV will inform GGDSD of any material change in existing charges or the introduction of new charges prior to the implementation thereof.

4.3 Payment to GGDSD. For the use of GGDSD's name, premises, facilities, assistance and services under this Agreement, UFV will make annual payments to GGDSD calculated as follows:

- a) 20% of the Tuition Fees received by UFV for each student who enrolls in the Program each year, up to 175 students;
- b) 12.5% of the Tuition Fees received by UFV for every additional student, in excess of 175, who enrolls in the Program each year; and
- c) UFV will provide an annual amount of C\$2500 to the coordinator to supplement the remuneration provided by GGDSD under 3.1 b. The remuneration shall be shared between the coordinator (GGDSD) and assistant coordinator as decided by the Principal of GGDSD.

4.4 Time of Payment. On or before September 15 of every academic year UFV will advise GGDSD in writing of the number of students enrolled in the Program for the ensuing year and UFV will pay to GGDSD the amount determined in accordance with paragraph 4.3 on or before October 15 of the same academic year.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Program Equivalence. UFV and GGDSD will jointly work on examining and establishing the equivalence of UFV's academic programs with other similar programs offered by Indian universities and colleges.

5.2 Termination. Notwithstanding any other term or condition hereof, this Agreement and the obligations of UFV and GGDSD hereunder may be terminated at any time upon mutual consent expressed in writing or by either party giving at least 12 months written notice of such termination to the other party provided the last admitted cohort completes its Program.

5.3 Lack of Demand. If at any time it becomes commercially impractical to continue to offer the Program as a result of high attrition rates or lack of student demand, UFV and GGDSD will work together to assist students to transfer to a similar program in Canada or India, and UFV will use its best reasonable efforts to assist each affected student to find a satisfactory program to enable him or her to complete their studies.

5.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications or negotiations.

5.5 Force Majeure. Neither party will be liable for, or will be considered to be in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs (which shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other natural occurrences, any conflicting order, direction, action or request of any government of any level or of any regulatory department, agency, commission, court, bureau, corporation or other instrumentality, or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages or other such labor difficulties), the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event. Notwithstanding the foregoing, the parties' obligations to one another shall be excused and/or postponed during and only for the duration of the applicable force majeure event and shall resume as soon as practicable after the force majeure event has ended.

5.6 No Assignment. Neither party shall assign nor seek to assign this Agreement or the benefits or advantage hereof, without first obtaining the prior written consent of the other party thereto.

5.7 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

5.8 No Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

5.9 Notices. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and delivered by registered mail sent to the parties at their respective addresses in India and Canada.

5.10 Dispute Resolution. The parties desire to avoid all forms of traditional litigation and therefore each party agrees that it will make all reasonable efforts to resolve all disputes expeditiously at the lowest possible organizational level. The parties will consult with individuals with experience in the matters in dispute and shall meet and seek to resolve the dispute and shall provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate resolution. If the parties are unable to resolve a dispute within twenty business days, or such shorter period as the parties may agree, either party may refer the dispute to the President of each institution for resolution and the Presidents may resolve the dispute on whatever basis they deem appropriate, having regard to the rules, policies and procedures of their respective institutions. In the event that this does not resolve the dispute, it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliations Act, 1996.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the 27th day of February, 2015 by their duly authorized representatives.

Goswami Ganesh Dutta S.D. College

Per: Bhushan K. Sharma
Dr. Bhushan K Sharma – Principal
27/2/2015

Witnessed by: Mr. Upkar
Mr. Upkar Krishna Sharma - President

University of the Fraser Valley

Per: Dr. Mark Evered
Dr. Mark Evered – President

Witnessed by: Dr. Peter Geller
Dr. Peter Geller – Vice-Provost

SCHEDULE A
DETAILED PROGRAM DESCRIPTION AND ADMISSION STANDARDS

1. Program Delivery Model:

Students will be admitted once a year into the Program and will take classes as a cohort consisting of 30-45 students. The regular 13 weeks semester in India will start in September and will coincide with the semester at UFV-Canada. The six weeks from mid July to the end of August will be used for orientation sessions where students will be exposed to academic writing, case analyses, assignments, and projects. This time may also be used for UFV to give bridging courses to those students who may have been conditionally admitted to the Program. During this period, faculty hired from India to teach in the Program will be trained and oriented by UFV to the case-based teaching methodology. The winter semester (January–April) course offerings will start at the same time as UFV-Canada.

The courses in Chandigarh will be delivered by a combination of faculty from North America and India. Because of the applied positioning of UFV's academic program in India, faculty members who have experience in delivering courses with an applied industry relevant focus will be selected to teach in India. This means UFV, in consultation with the GGSDS coordinator, will recruit the best faculty from the open market via a competitive process to teach in the Program. Similar criteria will be applied when choosing faculty members from Indian universities or colleges.

Students who enroll in the Program in Chandigarh will have the opportunity to apply for a student visa at any time they desire to come to UFV-Canada to finish their studies. UFV will provide application assistance, recognizing that student visas are subject to Canadian immigration requirements.

2. Program Entrance and Continuance Requirements

Minimum admission and continuance requirements to the Program are published in the UFV's current academic calendar.

3. Special Conditions for Admittance:

The minimum admission requirements to the Program are as described in the UFV's current academic calendar. If a student is missing a course or two, for example, class 12 Math, he/she may be given special consideration and may be admitted on a conditional basis by UFV. In such cases, the student will be required to either complete the course along with other courses in Year-One of the Program (for each such course, the student will pay an additional fee), or an equivalent course from his/her respective board/council/university.

4. Tuition Fees and Other Student Costs:

Students will acquire course textbooks and other materials required for the courses in the Program.