

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. XAVIER'S COLLEGE, KOLKATA, INDIA

AND

STATE UNIVERSITY OF NEW YORK, OSWEGO, USA

Signed
17/10/13

The State University of New York at Oswego (hereafter referred to as SUNY Oswego) and St. Xavier's College (hereafter referred to as SXC), are willing to establish Memorandum Of Understanding (hereafter referred to as MOU).

The purpose of this MOU is to promote and expand international understanding, development and friendship among the signatories by stimulating and supporting academic, professional and intercultural activities and projects directed at students, staff and faculty members of both institutions: SUNY Oswego and SXC.

Because of the desirability of implementing activities outlined in this MOU in a systematic manner, SUNY Oswego and SXC will generally coordinate any activity that may develop through their international education / relations offices. Faculty and staff members of each institution are expected to participate in the different projects developed under this MOU.

This MOU presents and describes the general and particular aspects of the agreement with the understanding that based on a periodic revision of activities this document, in both its general and specific content, may be reviewed with the consent of both SUNY Oswego and SXC.

Some identified general activity areas of mutual interest and concern may include, but are not limited, to the following:

- Student exchange programs
- Faculty / staff exchange programs
- Visiting scholar activities
- Cooperative / collaborative research projects
- Short-term training programs / projects
- Cooperative and exchange lectures, conferences and seminars

Both institutions realize that in general, the language of instruction of the SXC is English and at SUNY Oswego the language of instruction is English.

It is anticipated that designated personnel and offices of both institutions will negotiate supplemental agreements for the development of programs or projects in specific areas of mutual interest, as well as any financial aspects that may derive.

While a wide range of involvement may be identified within the MOU, academic activities and experiences between staff and students of both institutions are likely to comprise most of the institutional linkage. The following two sections, pertaining to staff and student exchange, will further address and develop procedures regarding these particular items:

XI. AMENDMENTS

This agreement may be amended at any time by written mutual consent through an exchange of letters.

The liaison partners for this agreement will be the International Office at the St. Xavier's College and the Office of International Education and Programs at SUNY-Oswego.

Ashis Mitra

Prof. Ashis Mitra
Member Secretary, Academic Council
St. Xavier's College

Deborah F. Stanley (SVC)

Deborah F. Stanley,
President
State University of New York at Oswego

October 17, 2013

Date

Date

17/10/2013

Lorrie A. Clemo

Lorrie A. Clemo
Provost/Vice President for Academic Affairs
State University of New York at Oswego

11/17/13

Date

Sally Crimmins Villela
Assistant Vice Chancellor for Global Affairs
Office of International Programs
System Administration
State University of New York

Date

X. DURATION, TERMINATION AND DISPUTE RESOLUTION OF THE MOU

- A. This MOU will remain in force for THREE years from the date of signing.
- B. Either university may amend or terminate the MOU by providing the other institution with written notice at least 3 months prior to the suggested date of such a change. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.
- C. Monetary consideration exchanged between the two institutions will be limited to that provided for in this agreement. There shall be no reimbursements for expenses, or sharing of fees or revenues arising from the linkage, except as provided for herein.
- D. The parties agree that it is the responsibility of the home university to provide any financial aid for which their students may be eligible and the host university will not offer additional aid without informing the sending university.
- E. Each party shall be responsible for any and all liability, claim, losses, damages, suits or judgments arising out of the acts of that party or its employees. Such responsibility does not extend to the acts of any third party, including participants. Neither party shall be liable for the acts of the other.
- F. Nothing in this agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.
- G. Both Institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap.
- H. Any controversy over interpretation or compliance or non-monetary claim arising out of or relating to this agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, except any claim seeking damages may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.

STUDENT EXCHANGE PROGRAMS

I. NUMBER OF STUDENTS

The exchange of students will be based on the principle of reciprocity over the term of the agreement. On an annual basis, each institution will attempt to nominate reciprocal numbers of students to each institution. It is understood that two students for one semester of full-time study are equivalent to one full-time student for an entire academic year. Reciprocity will be sought over the period of the agreement.

II. PERIOD OF ENROLLMENT

The normal period of enrollment for students participating in this international exchange agreement will be for the Fall or Spring semesters in SUNY Oswego (and July or January semesters in SXC) with the possibility of academic year placement.

III. ELIGIBILITY OF STUDENT APPLICANTS FOR THIS EXCHANGE PROGRAM

Students will continue as candidates for degrees at their home institution and will not be candidates for degrees at the host institution. Exchange students are expected to return to their home institution to complete remaining degree requirements.

For the Student Exchange program, there will typically be three types of visiting students:

1. Non-tuition paying exchange students who receive free board and lodging;
2. Non-tuition paying exchange students who must pay for board and lodging;
3. Fee-paying visiting students who will pay for board and lodging, as well as a charge for academic support expenses per semester to attend.

Student Exchange program will be based on the following principles:

- (i) The host institution will provide for free board and lodging for the visiting students in category 1 above. A mutually agreed-upon number of such students will be determined by the respective international offices each year;
- (ii) A mutually agreed-upon number of exchange students in category 2 above will be determined annually by the respective international offices;
- (iii) A mutually agreed-upon number of students and the amount of charges for students in category 3 will be determined annually by the respective international offices;
- (iv) One of the faculty or staff members of the host institution will be responsible for the visiting students;
- (v) One Faculty member may accompany the visiting students for two to four weeks. Board and lodging of the visiting faculty will be provided for by the host institution on a space-available basis as determined in advance and with permission of the respective international office;
- (vi) Credit mark sheet and grade certificates for the Semester will be issued by the host institution.

A. SXC STUDENTS TO SUNY-OSWEGO

- (i) By the beginning of the exchange period for which they are applying, SXC students must have successfully completed at least one full-time year of university study.
- (ii) Semester exchange may take place (a) during the period September to December or (b) January to May. During the period September to December SXC students will be required to complete 15 credits along with examinations at SUNY Oswego. During the period January to May SXC students will be required to complete 18 credits along with examinations at SUNY Oswego.

B. SUNY-OSWEGO STUDENTS TO SXC

- (i) By the beginning of their SXC enrollment SUNY-Oswego students must have successfully completed at least one full-time year of university study.
- (ii) Semester exchange may take place during the semesters commencing in January or July. During this period SUNY-Oswego students will be required to complete credits along with examinations at SXC amounting to full-time study equivalent at SUNY-Oswego (typically 12-15 credits).

**IV. SELECTION AND SCREENING BY THE RECEIVING INSTITUTION OF STUDENTS
NOMINATED BY THE SENDING INSTITUTION**

- A. Pertinent to sections III A and III B the receiving institution reserves the right to determine the final admission eligibility of each student nominated by the sending institution.
- B. The deadline for receipt of application and required documents by the receiving institution will be agreed upon prior to the end of the previous semester.
- C. A complete set of application papers will normally consist of:
 - 1. Host university institution application forms;
 - 2. Official copy of applicant's academic transcript

Also, for applicants to SUNY-Oswego only

- 3. Financial documentation
- 4. Signed estimated bill form

**V. RESPONSIBILITIES OF THE RECEIVING INSTITUTION AFTER ADMISSION OF
STUDENTS NOMINATED BY THE SENDING INSTITUTION**

- A. The host institution will provide all accepted students with formal letters of admission and other documents as may be required for establishing their student status for visa and other purposes.

- B. The host institution will assign admitted students to the appropriate school, department or division of faculty and to appropriate academic advisors, and assist students in pre-arrival course registration.
- C. All appropriate student services and facilities of the receiving institution will be made available to exchange students.
- D. After the exchange student's completion of the period of study, the receiving institution will send the academic transcripts of the student's work to the appropriate officer of the sending institution.
- E. Participating students are subject to the admission regulations, class performance standards and other academic and administrative policies of the host institution. Students are cautioned that some desired courses may be closed, capped or cancelled.
- F. Students are expected to meet the minimum academic "good standing" requirements of the host institution.
- G. The host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action.
- H. The development of the exchange opportunity will remain conditional on obtaining the necessary immigration documents and travel clearance. The receiving institution will endeavor to assist incoming students in obtaining the proper documentation.

VI. HOUSING

- A. Whenever possible each of the institutions will endeavor to place exchange students in university housing facilities. However, when this is not possible, the appropriate office will provide alternative possibilities for off-campus housing. The receiving institution will assist the students from the sending institution to settle readily into life in the host environment.

VII. COST: TUITION AND OTHER FEES

- A. Students will be liable for tuition only at their home institution.
- B. The students will be responsible for all transportation, living expenses (excluding board and lodging for those specific students identified above) and costs involved in travel to and from the host institution for the educational experience. This includes travel and living expenses (including vacation periods and between terms), passport expenses, telephone calls, books, excess luggage, luggage storage, independent travel or any other related cost that may arise.
- C. Exchange students must purchase the appropriate medical/health/dental insurance required by the receiving institution. Whatever medical/health costs not covered by their insurance must be paid by the student. At SUNY Oswego students are required to purchase SUNY medical insurance.

VIII. OTHER

- A. Exchange students will be expected to abide by the laws and customs of the receiving country and by the policies and regulations of the receiving institution.
- B. The exchange of graduate students will be considered on a case-by-case basis.
- C. The host institution agrees to fulfill its responsibilities under any applicable immigration law and assist participants, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with US. Government regulations, students from St. Xavier's will be required to provide a guarantee that they have the financial resources to meet all expenses. After submission of a satisfactorily completed form, SUNY Oswego will issue the documents necessary to secure a visa.
- D. Any violation of the Host country's laws by the participants may result in the withdrawal of the immigration and academic sponsorship of the host institution and the possible expulsion of the participant from the host country.

IX. OTHER FORMS OF EXCHANGE

A. Short Student Exchange Program

- (i) This exchange can take place as one-month summer programs.
- (ii) The exchange of students will be based on the principle of reciprocity over the term of the agreement.
- (iii) For the SXC students this one-month program will be held in the month of June at SUNY Oswego and for the SUNY Oswego students it will be held in the month of July at SXC.
- (iv) On an annual basis, each institution will attempt to nominate reciprocal numbers of students to each institution. The total number of students from either side will not exceed eight.
- (v) Students will be liable for tuition only at their home institution. The host institution will provide for free board and lodging for the visiting students.
- (vi) At the end of the program the student from either side will receive 4 credits on successful completion of the program. Credit certificate / transcript will be issued by the host institution.
- (vii) Details of the program will be finalized by the international offices of the two institutions through mutual cooperation.

B. Others

Both institutions will be open to consider possibilities of faculty / staff exchanges, or research student exchanges, and the exchange of publications, provided that no additional funding would be required.