Memorandum of Understanding (MoU)

Between

International Technological University (ITU)

And

Aditya Educational Institutions (AEI)

KAKINADA

For Cooperation in the Fields of
Student, Faculty, and Staff Scholarship Exchange

Date: 28-03-2016

PURPOSE:

The purpose of this agreement is to promote cooperation between:

International Technological University (hereafter ITU)

And

ADITYA EDUCATIONAL INSTITUTIONS (hereafter AEI)

International Technological University (hereafter ITU) with its principal address at 2711 North First Street, San Jose, California 91534, United States of America.

ABOUT ITU: International Technological University (ITU) is a predominantly graduate, non-profit university with programs in Electrical Engineering, Software Engineering, Computer Science, Interdisciplinary Science, Digital Arts, and Business Administration. Established in 1994 by the late Dr. Shu-Park Chan, distinguished Dean and Professor Emeritus of the College of Engineering at Santa Clara University, ITU takes as its vision "Global Development through Silicon Valley Education".

ITU has experienced substantial growth in both its student population and breadth of program offerings in recent years, growing to over 1,200 today. With 85% of its recent graduates in the US employed in highly responsible technology leadership positions nationwide, ITU has a strong tradition of support for technology-focused entrepreneurs. ITU has recently relocated to an expanded campus facility in northern San Jose, California, in the heart of Silicon Valley's entrepreneurial and innovative technology-based environment.

Accreditation:

ITU is accredited by the Accrediting Commission for Senior Colleges and Universities Commission of the Western Association of Schools and Colleges (WASC) for its programs at the Master's and Doctoral levels.

And

ADITYA EDUCATIONAL INSTITUTIONS, KAKINADA (hereafter AEI) with its principal address as Srinagar, Kakinada, East Godavari District, Andhra Pradesh, India 533003

ABOUT AEI:

BACKGROUND & HISTORY :

Aditya Academy was established in the year 1984 with a sublime thinking of providing quality education from KG to PG level. Under the able guidance of Sri **N. SESHA REDDY**, the Founder of the society, it has made its entry into the

educational field with a Public School to meet the needs of Primary and Secondary Education. In succession Aditya established a number of Junior Colleges, Degree Colleges, P.G. Colleges, Engineering Colleges, Pharmacy Colleges, Nursing Colleges and Teacher Training Institutions. It has stretched it wings to all focal points in Visakhapatnam East & West Godavari Districts and it has grown in leaps and bounds with rapid strides reaching a staggering figure of 50+ educational institutions in different streams with a faculty of 5,000+ members and a surging student strength of 50,000+. We are running 3 Engineering Colleges, Global Business School, 2 Pharmacy Colleges at Surampalem in a serene atmosphere with rich ambience, excellent infrastructure, efficient manpower, fully equipped labs, exhaustive libraries and advanced state of art technology workshops. Students of our institutions are the fore runners in campus selections conducted by the multinational companies and their successful performance is a litmus test for our instructional abilities. A transport facility with a fleet of more than 300+ Buses is operating for the convenience of students and staff with a shuttle service between the institutions and respective domiciles.

Mission & Vision :

Mission :

Achieving academic excellence by providing globally acceptable technical education.
Forecasting technology through

* Innovative research & development
* Industry Institute Interaction
* Empowered man power

Vision :

To induce higher planes of learning by imparting technical education

* With International standards
* Applied research
* Creative ability
* Value based instruction to emerge as a premier institute.

TERM:

The Term of this agreement shall be the following:

Start Date :Valid upon signature from both parties.

Termination Date :Five years from start date, unless mutually extended

Extension of Term :Extension to the term may be added, if agreed upon by both parties, by adding a signed attachment by authorized executive officers of both principal organizations to this document.

AGREEMENT ACTIVITIES:

1. **Exchange of Faculty, Students, and Staff Members**

   By signing this Agreement, ITU and AEI indicate their willingness to encourage cooperation and contact between ITU and the schools/faculties and departments of AEI through the exchange of students, the exchange of staff and faculty members, collaborative scholarly activities, the exchange of publications, reports, and other academic information and other activities as mutually agreed upon.

2. **Identification of Equivalent Coursework**

   The ITU and AEI faculty members will mutually identify courses at each institution, which are equivalent in content, level, and student-learning outcomes. This list of mutually identified equivalent courses will become an attachment to this Agreement upon approval by both institutions.

   Through a formal Articulation Agreement ITU will recognize both graduate coursework and advanced undergraduate coursework offered by AEI that is substantially equivalent to introductory graduate level coursework at ITU. ITU will also recognize equivalent graduate-level coursework offered by other recognized graduate universities, which is offered on AEI campuses, through such an Articulation Agreement. Students successfully completing these identified courses at a grade level of B or better will be given the opportunity to waive the requirement to take the equivalent ITU coursework, thus accelerating the AEI students' achievement of the relevant Master's degree at ITU.

3. **Articulated and Accelerated Degree Programs**

   Students applying to the ITU Master's degree in Business Administration, Electrical Engineering, Computer Engineering, Software Engineering, Engineering Management, Computer Science, or Digital Arts may be granted up to nine (9) credit hours of transfer graduate course credit for successful completion of graduate level courses identified in the Articulation Agreement described above at the equivalent grade level of "B" or better to be applied to the appropriate Master's degree program at ITU.

   Students completing advanced undergraduate coursework, which is substantially equivalent to beginning graduate level coursework as identified in the Articulation Agreement described above, will be awarded advanced standing up to nine (9) credit hours toward the requirements of the appropriate Master's degree program at ITU. This approach is consistent with ITU's current course transfer policies.

   This graduate transfer credit or advanced standing credit will reduce the minimum time needed for completion of the Electrical Engineering, Computer Engineering, Software Engineering, Engineering Management, Computer Science, Business

Administration, or Digital Arts Master's degree programs at ITU by up to one (1) Trimester. This will permit completion of the Master's degree program in as little as one (1) calendar year or less, with as few as twenty-seven (27) credit hours of graduate credit earned at ITU.

4. **Cooperative Offering of Coursework**

Subject to mutually agreeable financial, space, technological, and logistical arrangements and by agreement of the faculty of ITU and AEI and upon approval of the Chief Executive Officers of ITU and AEI respectively, faculty members of ITU may teach current or modified ITU courses on the AEI campus and AEI faculty members may teach current or modified AEI courses on the ITU campus for the benefit of students at each university. These may be individual courses or course sequences that rise to the level of a concentration or specialization within the appropriate ITU Master's or Doctoral program. Any such program or courses would be detailed in a separate Supplemental Agreement to this Memorandum of Understanding.

5. **In-Person and Distance Education ITU Coursework at** AEI

Subject to mutually agreeable financial, space, technological, and logistical arrangements and by agreement of the faculty members of ITU and AEI and their respective Chief Executive Officers, one or more ITU graduate level courses may be offered on the campus of AEI during mutually agreed upon academic terms.

It will be the responsibility of ITU and AEI mutually to identify and approve appropriately qualified faculty members from among AEI current faculty, from current ITU faculty members or mutually identified additional adjunct faculty members, to teach these courses. The credentials of all mutually approved faculty members will be filed with both ITU and AEI, in accordance with each institution's policies and accreditation or regulatory requirements.

For any course offered at AEI, ITU shall provide to AEI the syllabus, the course-level student learning outcomes, the assessment rubrics to be used in evaluating student work and the grading standards applied by ITU for the particular course. For accountability and accreditation purposes all student work, assessments, and grades will be submitted to ITU for inclusion in the Education Management System (EMS).

Such additional courses may be delivered in person, by methods of distance learning or a combination of the two methods, as currently approved by WASC, ITU's accreditor. It will be the responsibility of AEI to provide the needed classroom space, technological equipment, connectivity and other logistical support for the successful operation of the courses on the AEI campus.

A mutually agreeable financial arrangement will be made between ITU and AEI to address the costs of both institutions' participation in the offering of the specific

course(s).

Given the financial and human costs of designating an ITU faculty member to teach a course at AEI, a minimum enrollment of seven (7) students will be required to offer an ITU course taught by an ITU faculty member on the AEI campus, unless mutually agreeable alternative financial or other arrangements have been made to accommodate special circumstances.

A Supplemental Agreement to this Memorandum of Understanding will be attached to this agreement for all courses offered in a particular term. In the manner described above this amendment will address all academic, classroom, and logistical matters pertaining to the course or courses to be offered and all financial arrangements for the offering of the course or courses.

Both ITU and AEI will make their best efforts to have reached agreement on the specific courses, which are planned to be offered in a given term at least three (3) months prior to the start of that academic term.

6. **Assistance in Identifying and Assisting Students in** AEI **to Pursue Master's Degree Programs at ITU.**

AEI wishes to encourage qualified students in bachelor's degree programs and appropriate three-year (3-year) degree programs to consider and, if appropriate, pursue relevant Master's degree programs offered by ITU.
AEI will communicate the opportunities for graduate study at ITU including "3+1+1" programs, Master's degrees, and accelerated Master's degree programs offered by ITU, as well as non-degree professional certificate programs and doctoral programs to AEI students. AEI through one or more of its employees or officers will provide information and assistance to students wishing to apply for and attend an appropriate ITU Master's degree.

In recognition of the mutual interest of ITU and AEI to foster professional development of AEI faculty and staff members, after twenty (20) AEI students or recent alumni have successfully matriculated and attended ITU at their own expense, ITU shall provide a twelvemonth (12-month) exchange scholar fellowship for study at ITU in relevant postgraduate certificate, degree program or research program at ITU, with a stipend to cover much of the exchange scholar's costs of living in the USA during that exchange year. After an additional twenty (20) students or recent alumni have successfully matriculated and attended ITU at their own expense, ITU shall provide an additional twelve-month (12-month) exchange scholar fellowship for study at ITU in a relevant post-graduate certificate, degree program, or research program at ITU.

For each additional twenty (20) AEI students or recent alumni have successfully matriculated and attended ITU at their own expense, ITU shall provide another twelve-month (12-month) exchange scholar fellowship for study at ITU in a relevant

post-graduate certificate, degree program, or research program at ITU. This professional development support will continue as long as this MOU remains in effect.

It will be the responsibility of AEI to nominate one (1) or more qualified faculty or staff members from AEI for the one-year (1- year) study fellowship. The credentials of the nominated AEI faculty or staff member must be acceptable to the relevant faculty members at ITU, with whom the nominated fellow will be working.

7. **Other Cooperation as Mutually Agreed Upon**

   Other cooperative activities may be added to this agreement as mutually agreed upon by the Chief Executive Officers of ITU and AEI by Supplemental Agreement to this Memorandum of Understanding.

TERMS:

Responsibilities of ITU:

1. ITU will maintain its legal United States university charter to lawfully deliver educational certificates and degrees, in a manner consistent with all accreditation Standards and Criteria for Review of the Senior Colleges and Universities Commission of WASC, the State of California, and other accreditors or regulators to whom ITU is subject or a member
2. ITU will respect the accreditation standards and requirements to which AEI is subject by **REGULATORY AUTHORITY**, or other authorities of **COUNTRY NAME**.
3. ITU retains full rights to maintain quality control of its coursework and can unilaterally terminate this contract if a quality control issue about its coursework is not resolved by AEI or AEI's contractors, agents, representatives, and/ or partners after two (2) written notices of such a problem.
4. Permit AEI to use ITU's name in its publicity materials for the ITU degree programs, provided that such publicity material is used for the purpose of promoting ITU's programs accurately. A copy of all marketing material containing ITU information must be sent to ITU for its review and records, prior to public release.

Responsibilities of AEI**:**

1. AEI will maintain their respective legal authorities to lawfully deliver educational certificates and degrees, in a manner consistent with all relevant regulatory authorities including the **COUNTRY NAME AND REGULATORY AUTHORITY**.
2. AEI will respect the accreditation standards and requirements to which ITU is subject by the Accreditation Standards and Criteria for Review of the Senior Colleges and Universities Commission of WASC, the State of California, and other accreditors or regulators of which ITU is subject or a member.

   AEI retains full right to complete quality control of it coursework and of ITU

coursework offered at AEI through this MOU. AEI can unilaterally terminate this contract if ITU or ITU's contractors, agents, representatives, and/ or partners do not resolve quality control issue after two (2) written notices.

3. Permit ITU to use AEI's name in its publicity materials for the ITU degree programs or courses operated in cooperation with AEI, provided that such publicity material is used for the purpose of promoting AEI's programs accurately. A copy of all marketing material containing AEI's information must be sent to AEI for its review and records, prior to public release.

Termination:

This agreement shall continue until terminated as follows:

1. After five (5) years from the effective date of this Agreement.
2. By either party if one party is in material breach of any of its obligations stated in this agreement, particularly in respect of quality control of teaching quality, violation of standards for accreditation and including the failure to remedy and quality control or other material breach of this agreement within receipt of two (2) written notices of the breach.

Termination Restrictions

1. The termination of this Agreement for any reason will not discharge International Technological University (ITU) from liability to make payment of any fees due at the date of termination.
2. The termination of this Agreement for any reason will not discharge AEI from liability to make payment of any fees due at the date of termination.
3. The termination of the Agreement for any reason will not discharge ITU from its obligations to any properly admitted student(s) recruited by AEI, until such time as is reasonable for those candidates already registered with ITU to have completed their educational programs.

Modification

The Agreement can be modified or amended if such modifications or amendments are mutually agreed upon in writing by both ITU and AEI.

Confidentiality

Each party shall keep confidential all information provided by the other party in relation to this program and shall not without prior written consent use or disclose or otherwise make available this information in any form to any person except to use the materials for authorized demonstration purposes to students, faculty, and staff. This provision shall survive the termination of this Agreement.

Resolution of Disputes

In the event of disputes arising over questions of interpretation of this Agreement, they shall be referred to arbitration, to be conducted in California, in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be entitled to full discovery rights as provided in the California Code of Civil Procedure. United States law will be the controlling law in this Agreement. Each party shall nominate an arbitrator who will adjudicate on any disagreement. Should the arbitrators fail to agree, they shall together appoint a referee who shall adjudicate the matter. Decisions shall be binding on the parties. The parties shall share costs of arbitration equally. Any disputes will be settled in the spirit of friendship and cooperation.

English Language Agreement Governs

Where ITU has provided a translation of the English language version of this Agreement, ITU agrees that the translation is provided for AEI's convenience only and that the English language version of this Agreement governs AEI's relationship with ITU. If there is any conflict between the English language version of the Agreement and such translation, the English language version will prevail.

Agreed and Affirmed by:

Gregory M. St. L. O'Brien, Ph.D.
President and CEO
International Technological University

Date: March 28, 2016

N. Sesha Reddy

N. Sesha Reddy
Chairman
Aditya Educational Institutions,
Kakinada

Date: March 28 2016

Witness :

Mahurima Kura
SofTek Systems, Inc.
4713 Chateau Drive,
Metairie, LA 7002-1513, USA

Date: March, 28, 2016