



**AGREEMENT FOR
STUDENT EXCHANGE
BY AND ON BEHALF OF
SGT UNIVERSITY, HARYANA, INDIA
And**

UTAH TECH UNIVERSITY, ST. GEORGE, UTAH, U.S.A.

This Exchange Agreement (hereinafter the "Agreement") is entered into by and between SGT University, Haryana, India ("SGT") and Utah Tech University, St. George, Utah, U.S.A. ("UT")

Utah Tech and SGT hereby agree to the following:

1. Description of Program

This Agreement aims for a student exchange program at the partner institution ("Exchange Program"). The Exchange Program enables students working towards a degree at one institution to take classes at the other institution.

For purposes of this Agreement, the term "Home University" shall mean the institution in which a student is formally enrolled as a degree candidate, and "Host University" shall mean the institution that has agreed to receive students from the Home University for a period of study.

2. Term and Academic Years

This Agreement becomes effective on the date it is duly signed by representatives of both institutions. The term of the Agreement shall commence on the effective date and shall be in effect for three (3) years, unless earlier terminated by either party pursuant to Section 12 below.

The academic year at UT consists of two regular semesters: the fall semester begins in August and ends in mid-December and the spring semester begins in January and runs into May. In addition, there is an abbreviated summer semester. Students from SGT may participate during fall and spring semesters, dependent on course availability.

The academic year at SGT consists of two regular semesters: the fall semester begins in July and ends in late December; however, UT students attending only fall semester will be offered accommodations to complete the semester by December

31. The spring semester begins in April and ends last week of July. Students from UT taking classes at SGT may participate during fall or spring semester.

3. Number of Students

The two institutions will exchange up to five students for the period of a semester. Additional students may be enrolled in a program upon the approval of the International offices at both institutions. If an institution sends a student for the academic year, this counts for two semesters of that year.

Both parties will endeavor to maintain an evenly balanced exchange during the term of this Agreement. The exchange of students must not exceed a difference of two students over a three-year period. In no event should students currently enrolled in the program be removed to restore balance. An annual report will be prepared by each university to track the number of exchanged students, ensuring adherence to this balance. Either party to this Agreement may refuse admission to additional incoming students if the balance is not maintained.

4. Requirements for Participation

Students who wish to participate in the Exchange Program will be screened for eligibility for admission by the Home University, which shall respect the admission requirements and enrollment constraints of the Host University. Students will be required to comply with the standard rules, regulations, and enrollment restrictions of the Host University in the selection of courses, including requirements of language proficiency and health documentation.

Students must be proficient in the language of instruction for courses being taken at the Host University in order to participate. At UT, the language of instruction is English, and at SGT the language of instruction is English. Students from Home University will be required to submit one of the following English language proficiency test scores for non-ESL admission:

- Overall TOEFL iBT score of 68 + (Reading section must be 22+ & Writing section must be 24+)
- Overall Academic IELTS score of 6.0+ (Reading must be 6.0+ & Writing must be 6.0+)
- Overall Duolingo English test score of 95+
- ACT English score of 17+
- Accuplacer Reading Score of 239+ and Sentence Skills Score of 237+
- Overall iTEP Score of 3.5+

5. Academic Counseling, Credits and Reports

The school, department or unit involved in this Agreement at each Home University will provide academic counseling to its own students to ensure that the courses taken at the Host University are acceptable with respect to its own degree programs. The Host University will supply the Home University with course descriptions and other pertinent materials/non-confidential information to assist

in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status at the home and/or host institution(s).

The exchange students must pursue the approved course of study for the agreed period. Course work undertaken by visiting students should be recognized as contributing to degree requirements at the Home University, but this remains at the discretion of the Home University. At the end of each semester or academic term, students will follow appropriate procedures at the Host University to ensure academic records/transcript from the Host University are sent to the Home University.

6. Student Responsibilities and Expenses

1. Payment of admission application fees to Host university.
2. Payment of tuition to the Home University;
3. Payment of all mandatory student fees to Host University;
4. With the assistance of the Host University, obtaining the proper visas and other documents required by the government of the Host University, including any guarantee that they have the financial resources to meet all expenses;
5. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses shall be borne by the students. However, both parties will try to make efforts, to the extent possible, to assist exchange students from the Home University through the period of their stay to reduce the economic burden.
6. When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines;
7. Purchasing the required health/hospitalization/liability insurance, including a repatriation and medical evacuation plan, for the time period of their involvement in the Exchange Program in order to meet governmental regulations, as well as the regulations of the Host and Home Universities, as set forth in Section 9 below;
8. Submitting any health or immunization records required by Host University;
9. Abiding by the same regulations and performance standards that pertain to other students at the Host University;
10. In compliance with the Family Educational Rights and Privacy Act ("FERPA"), requesting official transcripts to be sent by the Home University to the Host University; and
11. Providing the appropriate exchange coordinator/director at the Host University emergency contact information.

7. Visa Requirements

Each Host University will provide the necessary documentation (e.g., official letters of admission, immigration documents) for exchange students to obtain a visa to enter and study in the host country.



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8. Insurance Requirements

Personal health, hospitalization and accident insurance, including a repatriation and medical evacuation plan, as well as liability coverage, is required for all students participating in this Exchange Program. Students who already have insurance must submit proof of such coverage to the Host University for approval before departing from their home countries. The Host University will assist students in identifying available insurance options designed for international students, if necessary. Students who do not have appropriate insurance must obtain international students' insurance policy required by Host University.

9. Housing

SGT will provide housing options to UT students and when available will offer housing scholarships. However, it is the responsibility of the UT students to complete the housing application process and pay any applicable housing application fees and rent. If UT students want to live off campus, then upon request SGT may provide relevant information regarding external third-party homestay program.

UT will provide housing options to SGT students and when available will offer housing scholarships. However, it is the responsibility of the SGT students to complete the housing application process and pay any applicable housing application fees and rent. If SGT students want to live off campus, then upon request UT may provide relevant information regarding external third-party homestay program.

10. Employment

This agreement allows authorized employment of SGT and/or UT students in the host country. UT students, when available may be offered employment at SGT in accordance with the Indian Laws. SGT students, when available may be offered unpaid volunteer opportunities and may pursue paid employment opportunities in accordance with United States federal law.

11. Compliance with Rules and Regulations

Exchange students will be subject to the rules and regulations of the Host University, and the laws and procedures of the state or province in which the institution is located. The Host University will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered completed by the Host University with respect to that student. No replacements will be sent to the Host University for students who do not complete the Exchange Program. Furthermore, each Host University reserves the right to require a student to withdraw from the Program if the student's academic performance or personal misconduct warrants such action, provided, however, the Host University will,

absent extenuating circumstances, attempt to consult with the Home University before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students.

12. Modification, Termination, Renewal of Agreement

This Agreement may be modified, revised, or renewed but only upon the mutual consent of the parties in writing. Either party may terminate this Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination will not affect existing or approved students in the Exchange Program. Unless renewed by mutual written consent, this Agreement will conclude at the end of the specified academic term or year (as defined in Section 2 above).

13. Primary Contacts / Program Directors

The Primary Contacts/Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure that necessary approvals are in place, and have administrative oversight of the program.

The primary contacts for the parties to this Agreement are the following:

For Utah Tech University

Name: Shadman Bashir
Title: Executive, Director, OIP
Address: 225 South University Ave.
St. George, Utah 84770
Phone: 435-879-4545
Email: shadman.bashir@utahtech.edu

For SGT University

Name: Dr. Reshu Sanan
Title: Additional Dean, International Relation
Address: Budhera, Gurugram, Badli Road,
Haryana - 122505
Phone: 0124 - 2278151
Email: reshu.sanan@sgtuniversity.org

14. Personal Data

Each Party acknowledges that to enable it to carry out its obligations under this Agreement it may need to obtain and process the personal data of Exchange Students and will:

- a) comply with the United States federal Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g ("FERPA") and Digital Personal Data Protection Act, 2023 (DPDP Act). Neither party will make any disclosures of FERPA protected records to third parties without prior notice to, and consent from, the other institution. The Parties ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act
- b) Any access or disclosure to student educational records made by Host University or its employees or agents must comply with Home University's definition of legitimate educational purpose. If Host University violates the


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- aforsaid section and Act, Host University will immediately provide notice of the violation to Home University.
- c) clearly explain the intended use of such personal data and limit the personal data obtained to the minimum required to carry out its obligations under this Agreement.
 - d) ensure that it does not reveal any personal data of Exchange Students to third parties or use such personal data for purposes other than those initially intended without the Exchange Student's express written consent.
 - e) All personal data of Exchange Students obtained and exchanged shall be dealt with by each Party in accordance with local data protection laws.
 - f) The Parties will take appropriate measures to ensure the security of the personal data of Exchange Students and the reliability of its employees and others who may be involved in the processing of such personal data.
 - g) Follow all applicable federal, state, and local laws and regulations in regard to data privacy.

15. Liability

Exchange Students will be personally liable for any and all incidents, accidents and damage to third parties resulting from the Exchange Students' actions where these actions occur in situations beyond the reasonable control of the Host Institution and the Home Institution. The Parties shall not hold one another liable for such incidents. Each Party shall ensure that all Exchange Students are covered by its liability insurance, to the same extent as any other Student registered at the institution.

16. Dispute Resolution

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") the Parties shall follow the procedure set out in this clause:

- a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the UT and the SGT Contact shall attempt in good faith to resolve the Dispute through mutual, amicable discussions.
- b) if the Contact persons are for any reason unable to resolve the Dispute within fifteen (15) working days of service of the Dispute Notice, the Agreement shall stand terminated.
- c) Termination will not affect existing or approved students in the Exchange Program.

17. Confidentiality

The Institutions agree and undertake to keep any confidential information (whether in written, oral, electronic, graphic form, or any other means) or data that may be exchanged, acquired, or shared, or that came to the knowledge of the Parties, which has been identified as confidential in connection with any specific

program or activity conducted pursuant to this Agreement or where it would be reasonable to expect that confidentiality should attach to such information (“Confidential Information”), and neither Institution will disclose Confidential Information, except (a) when the Confidential Information is already in the public domain without any breach of this MoU; (b) where the Confidential Information lawfully comes into the possession of recipient, from a third party who has no obligation of confidentiality; (c) where the Confidential Information was known to the receiving party prior to the date of this MoU or independently developed without reference to confidential information as evidenced by records prior to receiving such Confidential Information; or (d) as otherwise defined in any subsequent agreement on the subject matter. Notwithstanding this paragraph, the Parties acknowledge that UT is subject to the Government Records Access and Management Act (“GRAMA”), and certain information or documents received by UT may be open to public inspection and copying unless exempt from disclosure.

For purposes of the paragraph above, such Confidential Information includes any document, information and data which is disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

Where obligated by applicable law, subpoena, governmental or regulatory direction or quasi-judicial authority or a court order, the Receiving Party shall, to the extent reasonable practical, promptly notify the Disclosing Party to enable the Disclosing Party to protect such Confidential Information from disclosure. Whenever possible, the Receiving Party shall disclose only that specific portion of the confidential information that is required to comply with the applicable law, subpoena, governmental or regulatory direction or quasi-judicial authority or court order and, if possible, shall request the confidentiality be maintained by the party to whom it is disclosed.

Each Institution agrees to safeguard any and all Confidential Information, Exchange Student Information, or other data related to the duties of the other party and shall only use said information in furtherance of its obligations under this Agreement. Each party shall implement reasonable security controls to protect Confidential Information and shall provide, upon request, information regarding that Institution’s security measures.

18. Relationship

Nothing in this MoU shall be deemed to constitute a partnership, joint venture, employee-employer relationship, or constitute any Institution as an agent of the other Institution for any purpose or entitle any Institution to commit or bind any other Party in any manner or give rise to fiduciary duties by one Institution in favor of the other Institution.

19 Intellectual and Technical Property Rights

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. UT and SGT agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MOU will be worked out on a case-to-case basis, and will be consistent with officially laid down IPR policies of the two institutions. Ownership and management of all IP resulting from any collaboration shall be addressed in the written agreement governing each project

Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in respect of its subject matter. There are no understandings, agreements or representations, oral or written, other than as set out in this Agreement.

WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Utah Tech University

SGT University

By: 

By: 

Michael LaCourse
Provost

Dr. Joginder Yadav
Registrar
Budhera, Gurugram

Registrar

Date: 10/03/2024

Date: 18/9/24