

PROTOCOL OF ACADEMIC COOPERATIVE AGREEMENT

BETWEEN

**THE UNIVERSITY OF THE WEST INDIES,
ST. AUGUSTINE CAMPUS, TRINIDAD**

AND

**SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION,
AGALAKOTE, TUMKUR, INDIA**

THIS PROTOCOL OF ACADEMIC COOPERATIVE AGREEMENT (hereinafter called the "Agreement") is in furtherance of the Memorandum of Understanding signed on the 16th day of October 2023 between **THE UNIVERSITY OF THE WEST INDIES, ST. AUGUSTINE CAMPUS** (hereinafter referred to as "The UWI") and the **SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION, AGALAKOTE, TUMKUR, INDIA** (hereinafter referred to as "SSAHE").

The UWI is a regional university of higher education learning and research, which has been charged with the mission of advancing education and creating knowledge through excellence in teaching, research, innovation, public service, intellectual leadership and outreach in order to support the inclusive (social, economic, political, cultural and environmental) development of the Caribbean region and beyond.

The UWI has its Centre Headquarters in Kingston, Jamaica and operates from the following Campuses: the Mona Campus situated at Mona in Kingston, Jamaica; the Cave Hill Campus situated at Cave Hill in Barbados; the St. Augustine Campus situated at St. Augustine and Debe in Trinidad and Tobago, the Five Islands Campus situated at St. John's Antigua and Barbuda and the Open Campus which serves seventeen countries within the Caribbean region inclusive of the four aforementioned territories..

SSAHE is a regional deemed university with the objectives of providing higher education leading to excellence and innovations in such branches of knowledge as may be deemed fit, primarily at undergraduate, post-graduate and research degree levels, fully conforming to the concept of University as defined herein, engage in areas of specialization with proven ability to make distinctive contributions to the objectives of the higher education system in diverse disciplines which are recognized nationally and globally. Our vision "Entrancing Education to reach the unreachable".

Sri Siddhartha Medical College and Sri Siddhartha Dental College have been functioning as constituent colleges and Sri Siddhartha Institute of Technology, Maralur, Tumkur, as an off-campus constituent teaching unit.

The purpose of this Agreement between The UWI located in St. Augustine, Trinidad and SSAHE located in Tumkur, India (The UWI and SSAHE are hereinafter individually referred to as the "Party" or "Institution" and collectively as the "Parties" or "Institutions") is to provide international mobility for full time undergraduate and graduate students ("Students") from both Institutions an opportunity to study, research, and reside in a different country as well as to enhance cultural cooperation. The scheme is designed to enhance the academic programmes of participants through the study of courses and/or exposure to perspectives not available at their Home Institution.

The Parties hereby grant their approval to this Agreement in accordance with the following principles:

1. Definitions and Interpretation

1.1 For the purposes of this Agreement:

"Academic Standing" means a student's official status of enrolment at his/her Home University as evaluated at the end of each semester, used to assess whether Students are meeting the standards prescribed for continuing in the Home University and/or his/her programs;

"Agreement" means this Protocol of Academic Cooperative Agreement and any or attached Appendices and additional documents incorporated by reference;

"Confidential Information" means any proprietary, non-public information disclosed by one Party to the other during the term of this Agreement. Confidential Information of a Party includes, but is not limited to, information about existing and/or contemplated products and services; technical, research and development, marketing, sales, operating or performance information; costs, profit and loss, margin and other financial information; know how, business and process information and other intellectual property; computer programs (or techniques), and all record-bearing media containing or disclosing such information and documents, books, manuals, reports, computer reports, software or data files, product specifications, samples, drawings, software demonstrations, documents, models or prototypes, and future products and plans;

"Exchange Program" means the reciprocal arrangement between The UWI and SSAHE, whereby eligible Students from each Party are permitted to attend and study at the Host University;

"Exchange Term" means the period in which the Exchange Student participates in the Exchange Program at the Host University, usually for a period in accordance with the established rules, regulations and policies of each Institution.

"Exchange Student" means a Student participating in a formalized Exchange Program with the Host University;

"Home Institution" means the University at which the Student is enrolled as a full-time student;

"Host Institution" means the University that receives the Student on exchange during the Exchange Term;

"Personal Information" has the meaning ascribed to it under applicable jurisdiction specific privacy laws concerning the protection of personal information ("Privacy Laws") and shall include: (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of an individual, (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of an individual or information relating to financial

transactions in which the individual has been involved, (c) any identifying number, symbol or other particular assigned to an individual, (d) the address, telephone number, fingerprints or blood type of an individual, (e) the personal opinions or views of an individual except where they relate to another individual, (f) correspondence sent to a Party by an individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence, (g) the views or opinions of another individual about an individual, and (h) an individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. Student Numbers

- 2.1 A maximum of 2 semester spots are available each year. The maximum number of Students for exchange may be amended by mutual agreement between the Parties. Every effort will be made to maintain an evenly balanced exchange from year to year between both Institutions.
- 2.2 It is recognized, however, that circumstances may preclude an even exchange of Students in a particular year. Both Institutions agree that over a five-year period, they will strive for a reciprocal exchange of Students.

3. Periods of Enrolment

- 3.1 Exchange Students can attend either one or two semesters or one academic year at each Institution. The period of study at The UWI could commence in either the September to December semester or the January to May semester. The period of study at The SSAHE could commence in either the September to December semester or the January to May semester.

4. Eligibility for the Exchange Program

- 4.1 The Exchange Student shall:
- (a) Have completed at least one academic year at their Home Institution and shall be registered full time at their Home Institution;
 - (b) Be nominated by their Head of Department and/or Dean. A cumulative grade point average (GPA) of 3.0 or at least a Grade "B" average or its equivalent is recommended as a minimum for Students involved in the exchange;
 - (c) Not have been the subject of any disciplinary action, and shall have no such action pending at their Home Institution;
 - (d) Be in good Academic Standing to participate in the Exchange Program; and
 - (e) Have sufficient fluency in the language of the host country or in English.

5. Admission Requirements

- (a) A completed application form;
- (b) Official copy of academic transcripts; and

- (c) Statement from the Exchange Student indicating the areas in which he/she is interested and the courses he/she wishes to pursue.
- 5.1 In addition to the above, discussions shall take place between the sending and receiving faculty/academic advisor/ registrar regarding the transferability of credits and the suitability of the programme of study to be undertaken by the Exchange Students.
- 5.2 **For The UWI, the deadline for applications shall be May31 for one academic year or for the first semester, and October 15 for the second semester only.**
- 5.3 **For SSAHE, the deadline for applications shall be in the month ofAugust 31 for the one academic year.**
- 6. Courses**
- 6.1 Subject to space availability and possession of prerequisites, each Exchange Student will be free to choose from courses offered by the department/s into which they have been accepted.
- 6.2 The programme of study which the Exchange Students take must be approved by their Home Institution.
- 7. Transfer of Credit**
- 7.1 Exchange Students participating in the Exchange Program will enroll at the HostInstitution and will be governed by the academic policies and regulations of that Institution. The recording of grades will be governed by the academic policy of the Institution. Each Institution will provide a separate transcript with the grades and credits for each Exchange Student. It will be for each Institution to determine to what extent credits may be transferred to its own programme.
- 8. Student Exchange Coordinator**
- 8.1 A coordinator or advisor for Exchange Students will be identified at each Institution. The role of this person will be to:
- (a) Link the relevant faculties/departments which are proposing to exchange students
 - (b) Liaise directly with the incoming and outgoing Exchange Students to ensure that all the necessary matters (academic and welfare) are attended to as early as possible. Queries from students shall be directed to this person who can then address them to the relevant section. Specific issues which will need to be addressed include:
 - Arranging pre-departure orientation and post arrival orientation for respective groups of students.
 - Providing assistance to students in obtaining the necessary visas by providing early evidence of their admission, thereby allowing sufficient time for processing.

- Arranging a meeting between the Exchange Students and representatives of the student body to facilitate the integration of the students into campus life.
 - arranging for Identification Cards, access to the Library and other facilities
- (c) Link the relevant Faculties which are exchanging students, re: such issues as course choices and availability.

9. Responsibility of Exchange Students

9.1 Exchange Students will be responsible for the following:

- (a) to abide by the regulations, policies and ordinances of the Host Institution;
- (b) to produce a report of their exchange experience no later than one month after their return home. This should be submitted to the Student Exchange Coordinator;
- (c) Room and board expenses;
- (d) Textbook, clothing, and personal expenses, including consumables;
- (e) Health Insurance and risk management fee;
- (f) Passport and visa costs; and
- (g) All other debts incurred during the entire stay at the host university (semester or full year).

10. Host University's Responsibility to the Exchange Students

- 10.1 The Host University shall provide adequate information to the Exchange Students on the university and on the costs associated with studying and living at the Institution.
- 10.2 Letters of admission and other forms of documentary evidence which will be needed for obtaining visas and other purposes shall be sent to the Student.
- 10.3 At the end of the period of study, the Host University will send an official academic transcript and any other student records, to the unit specified in the Agreement (for The UWI, St. Augustine this should be sent to Ms. Carol Ayoung, Acting Director, Office of Institutional Advancement and Internationalization, The UWI, St. Augustine, Trinidad and for SSAHE this should be sent to, Registrar, Registrar Office.
- 10.4 Every attempt shall be made to place Exchange Students in university housing. If this is not possible then information on the availability of suitable off-campus housing and assistance in arranging such accommodation will be offered by the Student Exchange Coordinator in conjunction with the respective Housing Officer.
- 10.5 The Exchange Students will have access to the medical facilities and student amenities and privileges that are provided to other students studying at the Institution.
- 10.6 The Student Exchange Coordinator will arrange for students to be met on arrival.

11. Obligations between the Parties

11.1 Each Party must:

- (a) Collect only personal data necessary for the Agreement;
- (b) Carry out all data processing in accordance with all relevant provisions applicable in the respective country of the Parties, that is, the European Union and Trinidad and Tobago;
- (c) Deal promptly and properly with all reasonable inquiries from the other Party related to an inquiry from a competent supervisory authority;
- (d) Only use or disclose personal data for the purposes for which it was collected, consistent with the notice to Candidates/Students;
- (e) Only disclose personal data to officers, employees, consultants, or agents of any Party, who need the information for official duties, consistent with the notice to Candidates/Students;
- (f) Protect personal data in all formats, including hard copy and electronic, by employing effective, up-to-date security, consistent with current standards;
- (g) Retain personal data only as long as necessary for the purposes for which it was collected or created, and securely destroy it once it is no longer necessary for those purposes; and
- (h) Notify the other Party in writing forthwith of any event, or treatment of personal information inconsistent with these Requirements, and promptly take all steps necessary to remedy the event and prevent its recurrence.

12. Obligations of each Party with respect to Candidates/Students

12.1 Each Party must:

- (a) Provide notice to Candidates/Students of:
 - i. What personal data about them must be collected;
 - ii. Intended purposes for their personal data; and
 - iii. Contact information of an official for questions.
- (b) Inform Candidates/Students of their right of access to all data relating to them that are processed and, as appropriate, their right to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in the Agreement, in particular because the data is incomplete or inaccurate.

13. Costs

13.1 Exchange Students shall not pay tuition fees at the Host Institution, however they shall pay tuition fees at their Home Institution and other university charges or costs will be subject to agreement between The UWI and the other Institution. Such charges payable at The UWI include miscellaneous fees and accommodation in hall (if applicable). Such charges by the University of SSAHE include miscellaneous fees and accommodation. Each Party will provide information to the incoming Exchange Students regarding such miscellaneous fees in advance of the commencement of the Exchange Program.

13.2 All students at The UWI are covered by a Student Health Insurance Policy which covers only basic medical care. All Exchange Students coming to The UWI are required to have a Major Medical Health Plan from their country of origin for the entire period of their Exchange Program.

13.3 The cost of return travel to the university will be paid by the Student or home university, as agreed.

14. Confidentiality

14.1 Each Institution will protect the confidentiality of documents, information or data received from the other Institution as well as any other instrument concluded under this Agreement. Any information disclosed by either Party to the other shall be treated as confidential information and shall be disclosed to only those individuals duly authorized by either Party to have access to such confidential information; unless such information is or becomes publicly available through no fault of the other or is disclosed pursuant to a legal or regulatory or reporting obligation to do so. Each Party's confidential information shall be held in strict confidence by the other Party using the same standard of care as it uses to protect its own confidential information and shall not be used or disclosed by the other Party for any purpose except as necessary to implement or perform the terms of this Agreement. The obligations of confidentiality shall survive the termination of this Agreement and the Parties agree to return any document that contains or reflect confidential information upon request from the other.

15. Restrictions and Use of Name, Etc.

15.1 The Parties agree to refrain from using the name, emblem, logo, trademark or other sign associated with the other Party without first obtaining the written permission of that other Party to do so, in each case indicating the purpose and means of use. Further, this Agreement does not grant either Institution the right to use the other Institution's trademarks, tradenames or service marks.

16. Miscellaneous

16.1 Both Institutions to the extent they may lawfully do so, agree to indemnify and hold each other harmless from any and all claims and liabilities including reasonable costs and expenses incurred in connection with any judicial or administrative proceeding, claims or demands in any way connected with the performance of this Agreement, brought or threatened against the Institution, the institution's students, faculty or agents by a third party except to the extent that the Institution's students, faculty or agents are negligent and are deemed liable to the other Party.

16.2 Both Institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, colour, gender, age, height, weight, marital, or familial status, ethnicity, religion, national origin, or disability.

16.3 By enrolling in this Exchange Program, the Exchange Students automatically grant permission to their Host Institution to send a transcript of subject, credits and grades to the Home Institution at the end of each term. The means of obtaining automatic approval from Students will be arranged by the Home Institution.

16.4 It is understood that the Students admitted under the terms of this Agreement as Exchange Students will continue as candidates at their Home Institution, and will not be candidates for degrees of the Host Institution unless it is feasible and agreed by both Institutions.

17. Exchange of faculty and staff (optional)

- 17.1 The two Institutions will encourage the exchange of faculty, research, and administrative personnel for specified periods of time, ranging from a few days for consultations and/or lectures to a semester, a summer session, or an academic year. Faculty members under this program will be provided with access to the libraries, related offices and laboratories that are considered relevant. In addition, each visiting scholar will have as his or her official host and counterpart a member of the faculty of the host institution. Arrangements for visiting scholars will be made in accordance with the following: (a) a nomination of the visiting scholar by the sending institutions to the prospective host institution, (b) approval and acceptance by the host institutions, (c) appointment of an official host faculty member/counterpart by the host institution, (d) arrangement by both concerning the exact time and duration of the visiting scholar's appointment.
- 17.2 Expenses for travel and stay incurred by the visiting faculty member or members shall be borne either by the home institution or the visiting faculty member (s). Under no circumstances shall exchange faculty or staff be construed to be employees or representatives of the host institution for any purpose. Each Institution shall remain responsible for all its faculty employment considerations, including salary, health insurance, pension, or other employee benefit plans without interruption during those assignments.

18. Term and Termination

- 18.1 This Agreement is effective for five (5) years from the date of the signature last affixed and may be renewed thereafter.
- 18.2 Termination without fault: Either Party reserves the right to terminate this Agreement upon six months' prior written notice to the other.
- 18.3 Termination by fault: Either Party may terminate this Agreement immediately by written notice if the other is in default or in breach of any provision under this Agreement, provided that the aggrieved Party has first given three (3) months written notice to the other Party to remedy such default or breach and the other Party fails to do so within the specified period.
- 18.4 Termination by force majeure: In the event of non-performance of an obligation arising from a case of force majeure as set out by **Article 21** of this Agreement, the defaulting Party shall inform the other Party immediately in order to plan jointly all necessary measures to reduce the consequences thereof. Should the case of force majeure exceed two (2) consecutive months, the other Party may terminate this Agreement as of right, immediately and without compensation, by registered mail. Exercising the right of termination does not exempt the defaulting Party from fulfilling the contracted obligations up to the effective date of early termination of this Agreement.

18.5 In the event that this Agreement is terminated, the Parties will endeavor to ensure that Students enrolled in a given program at the time of termination are able to satisfy the requirements of and complete the program in which they are enrolled.

19. Modifications/Amendments

19.1 The Parties may modify or amend this Agreement by mutual agreement in writing. A Party wishing to make a proposal for modification or amendment of the terms of the Agreement shall do so in writing to the other Party no less than one (1) month prior to the effective date proposed for such modification or amendment. No modifications or amendments shall take effect unless duly agreed and signed by duly authorized representatives of the Parties.

20. Notice

20.1 To ensure the effective operation of this Agreement, the Parties undertake to establish and maintain liaison contacts, and accordingly, have identified the persons to whom and communication about the operation of this Agreement is to be addressed:

The liaison person/s for the Parties will be:

For The UWI:

Dr. Sandeep Maharaj

Associate Dean Distance Education , Projects and Planning

Faculty of Medical Sciences

The University of the West Indies, St. Augustine Campus, TRINIDAD

Tele: 1-868- 645-2640 ext. 5025

Email: sandeep.maharaj@sta.uwi.edu

For SSAHE

Dr. M Z Kurian

Registrar

Registrar office

Sri Siddhartha Academy of Higher Education, Agalakote, Tumkur, India

Tele: +91-9844022363

Email : info@sahe.in

21. FORCE MAJEURE

21.1 No Party shall be considered to be in default or in breach of its obligations under this Agreement if the performance of such obligations is prevented by any circumstances of Force Majeure which arises after the Agreement becomes effective. The term "Force Majeure" as employed herein means an event which is beyond the reasonable control of a Party and which prevents or significantly impairs a Party's performance of its obligations hereunder impossible or reasonably to be considered impossible in the circumstances or so impractical, and includes but is not limited to, war (whether declared or not), riots, civil disorder, epidemic, pandemic, quarantine, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action or authority by governmental or regulatory agencies or Acts of God. Any excuse from liability as a result of a Force Majeure event shall be effective only to the extent and duration of the event causing the failure or delay in performance and provided that the party relying on such excuse has

not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform its obligations as reasonably practicable.

22. DISPUTE RESOLUTION

22.1 In case any dispute or difference shall arise between the Institutions hereto touching or relating to any matter arising under this Agreement, the Institutions shall meet and attempt in good faith to resolve any such dispute or difference promptly through amicable negotiations. The Institutions agree to use best efforts to utilize generally accepted alternative dispute resolution processes and procedures to resolve disputes and promote the spirit and intent of this Agreement.

23. GOVERNING LAW

23.1 This Agreement shall be construed, governed by and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago and the Parties shall comply with all such laws in the performance of the obligations contained hereunder.

24. ENTIRE AGREEMENT

This Agreement, including all Schedules or attachments attached hereto and which are incorporated herein by reference, sets forth the entire agreement and understanding between the Parties as to its subject matter. This Agreement merges all prior discussions and supersedes any and all other agreements between the Parties and each Party shall be bound by conditions, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.

25. ELECTRONIC SIGNATURES

The Parties agree that:

25.1 Either Party may use a computer-based system to execute this Agreement. Any electronically-produced signature, whether digital or encrypted, appearing on this Agreement are the same as a handwritten signature for the purposes of validity, enforceability, and admissibility to the fullest extent permitted by applicable law; and

25.2 Delivery of a copy of this Agreement or any other document contemplated hereby bearing a handwritten or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an handwritten or electronic signature.

IN WITNESS WHEREOF the Institutions through their duly authorized representatives hereto have hereunder set their respective hands on the day and dates set out below.

The effective date of this Agreement is the date of the signature last affixed by the duly authorized representatives of the Parties to this page.

Signatories

For The University of the West Indies
St Augustine Campus,
Trinidad and Tobago

.....
Prof. Rose-Marie Belle Antoine Pro Vice
Chancellor & Campus Principal

Date 26/10/2023

For the Sri Siddhartha Academy Of Higher
Education,
Agalakote, Tumkur, India

.....
Prof. Lingegowda K B
Vice-Chancellor

Date 16th Oct, 2023

VICE-CHANCELLOR
Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.