

DUAL OR SHARED DEGREE PROGRAM AGREEMENT

BETWEEN

Southern Methodist University (SMU)



AND

**Karunya Institute of Technology and Sciences,
Coimbatore, India**



September 2024



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AND

Karunya Institute of Technology and Sciences

This Dual or Shared Degree Program Agreement ("Agreement") is entered into on [Month Day, Year] ("Effective Date") and is between Southern Methodist University, a Texas non-profit corporation dated at 6425 Boaz Lane, Dallas, TX 75205 USA ("SMU") and Karunya Institute of Technology and Sciences, Karunya Nagar, Coimbatore, Tamil Nadu, India - 641114 ("KITS").

I. PURPOSE

The purpose of this Agreement is to allow qualifying students from KITS to transfer to SMU for the purpose of obtaining the following degree:

A. Bachelor of Science (B.S.) in the following areas: None.

B. Master of Science (M.S.) in the following areas:

- M.S. Civil Engineering
- M.S. Computer Science
- M.S. Computer Engineering
- M.S. Cybersecurity
- M.S. Software Engineering
- M.S. Biomedical Instrumentation
- M.S. Electrical Engineering
- M.S. Network Engineering
- M.S. Mechanical Engineering
- M.S. Engineering Management
- M.S. Systems Engineering
- M.S. Data Engineering
- M.S. Datacenter Systems Engineering
- M.S. Information Engineering and Management
- M.S. in Engineering Entrepreneurship

C. PhD: None.

The degree selected above shall be awarded from SMU, and qualifying students shall be allowed to transfer credit for courses taken at SMU to KITS so that the qualifying students may also obtain a Under Graduate degree (B.Tech.) in respective Engineering from KITS.

II. PROGRAM COORDINATORS; COMMUNICATION

The Program Coordinator for each institution shall be:

For SMU: Dinesh Rajan, Associate Dean for Faculty Affairs and Curriculum Innovation, Southern Methodist University, PO Box 750338, Dallas, TX 75275-0338;

Email: rajand@smu.edu

For KITS: J. Dinesh Peter, Head of International Affairs, Karunya Institute of Technology and Sciences, Karunya Nagar, Coimbatore, Tamil Nadu. India. Ph. No. +91 422 2614374

Email: globalexchange@karunya.edu

Each party shall communicate in a timely manner with the other party's Program Coordinator regarding matters relating to this Program, including but not limited to any student emergency, disciplinary problem or academic problem.

III. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) years. Either party may earlier terminate this Agreement by giving not less than 90 days prior notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any students who are participating in the Program at the time notice of termination is provided.

IV. PROGRAM REQUIREMENTS

A. Selection of Participants

KITS shall nominate KITS students for admission to the Program. Each year, KITS shall provide a list of nominated students to SMU by September 1 (April 1 for fall admission). Each nominated student must satisfy the admission and course requirements determined by SMU set forth in Addendum A. SMU reserves the right to change the admission and course requirements. SMU shall notify KITS as per Section XII of this Agreement of any changes to the admission and course requirements.

SMU reserves the right to make the final admission decision with respect to each nominated student. SMU shall notify KITS by November 1 (June 1 for fall admission) each year of its admission decisions. KITS will continue to monitor the eligibility of admitted students as they complete their studies at KITS and notify SMU if any admitted student becomes ineligible to study at SMU.

B. Degree Requirements and Conferral

The requirements for the degree identified in Section I from SMU are set forth in Addendum A. SMU shall award the degree to KITS students who successfully complete all degree requirements.

KITS shall award the degree identified in Section I to students who successfully fulfill the degree requirements of KITS shall accept the courses set forth in Addendum A, successfully completed at SMU, for transfer toward the degree from KITS.

Both parties reserve the right to change their respective degree requirements. A party shall notify the other party as per Section XII of this Agreement of any changes to its degree requirements. The Parties agree that such changes will not impact any students who are participating in the Program at the time such notice is provided.

V. STUDENT SERVICES AND FINANCES

A. Access to Resources

SMU shall provide KITS students in the Program access to the same facilities and services available to other similarly-situated students at SMU. The obligations

of SMU set forth in this Agreement are limited to KITS students and do not extend to dependents.

B. Housing

KITS students in the Program are responsible for arranging their housing while attending SMU. SMU shall provide information to KITS students regarding any on-campus housing opportunities. SMU does not guarantee that housing on-campus will be available. Where SMU housing accommodations are available, KITS students must complete the relevant housing accommodation application by SMU's stipulated deadline and pay the standard rate for housing. SMU housing is restricted to KITS students only and do not extend to dependents of KITS students.

C. Visas

SMU shall provide KITS students in the Program with assistance and documents needed to apply for appropriate nonimmigrant visas for their study period at SMU. SMU does not guarantee the issuance of the required student visa by the United States of America.

D. Health Insurance

SMU shall automatically enroll KITS students in the Program in SMU's Student and Scholar Health Insurance Program. KITS students are responsible for paying the applicable premium and must maintain health insurance throughout their participation in the Program.

E. Finances

KITS students in the Program are responsible for timely payment of SMU international tuition (including the experiential learning tuition rate for certain majors and classifications) and fees, special course fees, Student and Scholar Health Insurance Program premiums, textbooks, course materials and supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses. Expenses of dependents are the responsibility of KITS students. KITS students in this program will receive a 10% graduate tuition reduction on all Lyle graduate courses taken during their M.S. program study at SMU. Continuation of this tuition reduction will be subject to the student maintaining a CGPA of 3.3 in all SMU graduate coursework.

VI. STUDENT CONDUCT

KITS students in the Program shall be subject to applicable SMU policies, codes and rules and to applicable laws and regulations issued by government entities, including those that pertain to immigration. SMU reserves the right to dismiss KITS students for violating SMU policies, codes and rules or applicable laws in the United States. KITS students dismissed from the Program must immediately depart the United States at their own expense. The dismissal of a KITS student from SMU shall not abrogate this Agreement nor the arrangements regarding other KITS students.

VII. TRANSCRIPT; STUDENT RECORDS

At the conclusion of each KITS student's participation in the Program at SMU and to the extent permitted by law, SMU shall send KITS an official transcript of credits and grades for the KITS student. Each party shall use records of KITS students only to the extent necessary to fulfill its obligations under this Agreement and hold such records in strict confidence. Neither institution may disclose such records except as required by this Agreement, as required by law or as otherwise authorized in writing by the student. An institution may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement.

The Parties agree that all personal data will be properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). The Parties further agree to mutually cooperate to formalize any additional agreements regarding the transfer of personal data required by any such law.

The Parties will comply with all applicable provisions of all federal and state laws and regulations, including any applicable Executive Orders, applicable to the operation of the Program, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act ("FERPA"). Any exchange by the Parties of student record information protected by FERPA will commit the receiving Party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the Parties will comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34, and 99.35.

VIII. PROMOTION; USE OF NAMES AND TRADEMARKS

Each party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its name and designated trademark(s) to the other party solely for the promotion of the Program. Each time a party reproduces and/or republishes the other party's Trademarks it shall do so in a form identical to that provided by each party, without alteration. Each party shall use the other party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, no party shall use the other party's Trademarks without prior written consent of the other party. The parties acknowledge by this Agreement that they acquire no right, title or interest in and to the other party's Trademarks other than to use the Trademarks in accordance with the terms and conditions of this Agreement. A party may not assign, transfer or sublicense its right to use the other party's Trademarks without the prior written consent of other party. Requests for consent pertaining to SMU Trademarks shall be emailed to Brad Cheves, Vice President for Development and External Affairs, Southern Methodist University at bcheves@smu.edu

IX. EQUAL OPPORTUNITY

In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity or expression, genetic information, disability, status as a U.S. veteran or other legally protected status.

X. LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

XI. DISPUTE RESOLUTION

The parties shall make a good faith effort to obtain an amicable resolution in the event of a dispute relating to this Agreement.

XII. NOTICE

Notices relating to this Agreement shall be in writing and shall be delivered by an internationally recognized carrier (e.g. Federal Express) or by e-mail to the other party at the address set forth below. Notice shall be deemed effective upon receipt.

Notices to SMU:

Dr. Dinesh Rajan
Associate Dean for Faculty Affairs and Curriculum Innovation Southern
Methodist University
PO Box 750338
Dallas, TX 75275-0338
Email: rajand@smu.edu

With a copy to:

General Counsel and Vice President for Legal Affairs
Southern Methodist University
PO Box 750132
Dallas, TX 75275-0132

Notices to KITS:

Dr. J. Dinesh Peter
Head of International Affairs, Karunya Institute of Technology and Sciences
Karunya Nagar, Coimbatore, Tamil Nadu. India - 641114
Email: globalexchange@karunya.edu

With a copy to:

The Office of Registrar, Karunya Institute of Technology and Sciences
Karunya Nagar, Coimbatore, Tamil Nadu. India - 641114
Email: registrar@karunya.edu

XIII. ENTIRE AGREEMENT; MODIFICATION

This Agreement (including any Addenda attached to this Agreement) is the entire contract between the parties. Unless otherwise specified in this Agreement, this Agreement supersedes all prior contracts or agreements between the parties relating to the Program. No modification of this Agreement will be effective unless it is in writing and signed by the parties.

XIV. WAIVER

A failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.

XV. SEVERABILITY

If a court determines a provision of this Agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded and the remainder of this Agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this Agreement, then this Agreement shall be deemed terminated.

XVI. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

XVII. RELATIONSHIP OF PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

Remainder of this page intentionally left blank

SIGNATURES

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties' consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign).

SOUTHERN METHODIST UNIVERSITY

DocuSigned by:

Nader Jalili
1823034D0C334CD...
Nader Jalili 10/10/2024
Mary and Richard Templeton
Dean Lyle School of Engineering
Southern Methodist University

KARUNYA INSTITUTE OF TECHNOLOGY AND SCIENCES

Signed by:

S J Vijay
AE496839AFC3416...
S J Vijay 10/10/2024
Registrar
Karunya Institute of
Technology and Sciences

Initial

DocuSigned by:

Elizabeth G. Loboa
EAE5013C2FFA45A...
Elizabeth G. Loboa 10/16/2024
Provost and Vice President of Academic
Affairs
Southern Methodist University

Signed by:

Dr. E.J. James
D731EE37690C4F9...
Dr. E.J. James 10/10/2024
Pro-Vice Chancellor
Karunya Institute of
Technology and Sciences

ADDENDUM A

ADMISSION REQUIREMENTS

1. Application Documents and Fees (*list application and other documents (e.g., official transcript) that students must submit, any admission fees that must be paid, and the deadlines for submitting them*)

An application fee waiver will be provided to all KITS students applying to this program. All KITS students must follow the same process for application to Lyle graduate programs as outlined in <https://www.smu.edu/Lyle/Apply-Now>

2. Academic Requirements (*list academic requirements for admission, such as number of semesters or years to have been completed at home institution, courses to have been completed at home institution and minimum cumulative grade point average*)

Academic Requirements for Admission to SMU - MS

- a. A minimum 3.0 transfer cumulative grade point average (equivalent to KITS grade average of 7.5) in the appropriate undergraduate degree at KITS.

The following are applicable to the selected degree program:

- A. Master of Science Degree Academic Program (International Concurrent Program)
 - i. The parties agree that undergraduate students at KITS may matriculate to a Master of Science (M.S.) or a course work only Master of Engineering (M.Eng.) degree program at SMU as identified in Section I.
 - ii. Students who are projected to successfully complete the curricular requirements at KITS with a few select courses to be completed at SMU that will count towards a bachelor degree can begin coursework at SMU during any time during their final year to be on track to obtain a Master of Science (M.S.) or a course work only Master of Engineering (M.Eng.) degree as identified in Section I.
 - iii. Students will be able to double count up to six (6) credits completed at SMU towards the master degree, as permissible under a concurrent degree program at SMU.
 - iv. Actual time to SMU degree will depend on progress made by the candidate.

3. English Proficiency Requirement (*list any English proficiency requirement for your department or college*)

Applicants whose primary language is not English must meet the English proficiency requirement by any one of the options listed below.

Option	Minimum Score or Grade Required
TOEFL	Minimum score of 80
IELTS	Overall band score of at least 6.5
PTE	Score of 56
DuoLingo	Minimum score of 110

4. Financial Requirement

- a. United States immigration regulations require international students to document the availability of financial resources to pay for all their educational, living, and other expenses (and those of any accompanying dependents) for the duration of their studies prior to the issuance of the Form I-20 or Form DS-2019 (formerly Form IAP-66) to obtain a visa to enter the United States.
- b. Students must complete the Financial Statement for International Students located on the SMU International Student and Scholar Services (ISSS) website <https://www.smu.edu/enrollmentservices/international> .

5. Maximum Number of KITS Students

The parties estimate the number of KITS students that will be admitted to the Program will be no more than 20 students per year.

MINIMUM CREDIT HOURS

In order to comply with United States immigration regulations, KITS students participating in the Program must enroll full time for each Fall and Spring semester of participation (twelve credits for undergraduate students and nine for graduate students). If KITS students enroll in a summer session, KITS students must enroll full time during that session (no less than six credits for undergraduate students and no less than three credits for graduate students). No more than three credits of coursework delivered at a distance (online) can count toward the full-time requirement in any one semester or session.

GRADUATION REQUIREMENTS

1. Requirements for the Master of Science Degree at SMU: 30 credits earned using eligible courses that satisfies the specific degree requirement of the chosen discipline.
 - a. Core Courses/Major Requirements
 - b. Electives or Subfields
 - c. Other Requirements (e.g., capstone project, thesis)
2. Requirements for the Master of Engineering Degree at KITS: Not applicable
 - a. Core Courses/Major Requirements
 - b. Electives or Subfields
 - c. Other Requirements (e.g., capstone project, thesis)

OTHER REQUIREMENTS *(list any administrative responsibilities a party is expected to perform in connection with the Program that are not already addressed in the Agreement, such as marketing and recruitment)*

None identified.