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Tripartite Agreement

Between

The University of Alabama in Huntsville, USA (UAH), and

22 NOV 2024

Jawaharlal Nehru Technological University Hyderabad, India (JNTUH), and

Hyderabad Institute of Technology and Management, India (HITAM)

This tripartite agreement is entered into between The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, Alabama, USA (herein, "UAH"), Jawaharlal Nehru Technological University Hyderabad, India (JNTUH), and Hyderabad Institute of Technology and Management (HITAM), hereinafter referred to collectively as 'Parties.'

UAH and HITAM entered into an MOU on 24th July 2023, agreeing to collaborate in various areas, including research collaborations, student and faculty exchanges, twinning programs, 2+2 programs, integrated master's programs in 3+1+1 format, co-teaching, workshops, internships, joint research, etc., which would be mutually beneficial for UAH and HITAM. UAH, HITAM, and JNTUH also entered into an MOU on 6th November 2023, agreeing to collaborate in a tripartite fashion on projects entered into between UAH and HITAM. By virtue of these agreements, the parties agree to launch a twinning program for two integrated master's degrees in a 3+1+1 format, wherein the student registered for the program studies for 3 years at HITAM followed by 2 years at UAH, leading to the award of B.Tech degree by JNTUH and MS degree by UAH.

The proposed twinning program for an integrated master's degree aims to deliver an unparalleled learning experience for students, ensuring that the industry's latest advancements are at the core of their education. By partnering with global universities like UAH, the model actively involves them in HITAM's capacity building initiatives, enriching the educational ecosystem. By having a custom designed curriculum, enhanced academic delivery, assessments, credit allocation, international faculty engagement, and more, the institution aspires to bridge the gap between academia and the constantly changing needs of the industry. This will help HITAM become a thriving talent hub and contribute significantly to the state's growth as a knowledge-based economy.

The specific agreement regarding the integrated master's programs leading to the MS in Software Engineering from the Electrical and Computer Engineering Department or the Computer Science Department at UAH, and the MS in Mechanical Engineering or MS in Aerospace Systems Engineering from the Mechanical and Aerospace Engineering Department at UAH are outlined below.

- Student Selection Criteria: HITAM will have a separate intake of students for the integrated master's program for which scores in intermediate or 12th-grade, along with ranks in competitive exams like EAMCET / SAT / JEE will serve as the primary selection criteria for admission. By evaluating applicants based on these comprehensive parameters, HITAM will ensure a diverse and qualified student cohort, bringing together individuals with exceptional potential and dedication to

excel in their chosen fields. UAH will subsequently and independently evaluate applicants through a modified application process, retaining the ability to deny admission to students deemed unprepared for the program.

- **Innovative and Multidisciplinary Curriculum:** The curriculum will be meticulously designed to be unique, multidisciplinary, and design-centric, with the support of JNTUH, and UAH. With a strong emphasis on industry-relevant skills and knowledge, the innovative approach will equip students with the agility and adaptability needed to navigate a rapidly evolving professional landscape successfully.
- **Expert Faculty for Course Delivery:** To provide students with an enriching learning experience, HITAM will employ a blend of full-time faculty members and industry experts. This diverse pool of educators will impart a wealth of knowledge and practical insights, empowering students to develop a holistic understanding of their subjects. HITAM faculty will be allowed to pursue graduate certificates, master's degrees, and/or doctoral degrees at UAH at the in-state tuition rate.
- **Students in the integrated master's programs will initially be admitted to UAH as undergraduate students.** Upon making satisfactory progress during the first year at UAH, students will be accepted into the appropriate master's program.
- **Bachelor's Degree Awarded by JNTUH and Master's degree by UAH:** Upon successful completion of the rigorous integrated master's program, students will be awarded the bachelor's degree by the esteemed Jawaharlal Nehru Technological University, Hyderabad (JNTUH), and master's degree by UAH. Students enrolled under this program will receive their B.Tech and MS degrees at the end of the 5 years terms, with a certificate of course completion being issued by JNTUH at the end of 4 years subject to satisfactory completion of the course requirements. The minimum required criteria for permitting the student to continue the program at UAH will be as mentioned in Appendix A.
- **Handling of Contingencies with Course Completion:** (a) If any student is unable to go abroad to complete the requirements for the integrated master's program, they can seek exemption and will be permitted to complete the requirements of the bachelor's program at HITAM, only upon thorough review of the student's application for exemption. In such cases, the student will be awarded only a bachelor's degree and the graduation of the student will only happen along with the rest of the batch at the end of 5 years. (b) In case any student is not meeting the minimum required criteria in terms of academic credits and CGPA to go to UAH at the end of three years, the student will have to complete the course requirements and apply to UAH along with the subsequent batch of program students in order to continue with the overseas component.
- **UAH will make reasonable efforts to enable selected courses required for these degrees to be transferred from JNTUH approved curriculum offered by HITAM.**
- **Criteria:** Appendix A describes the UAH admission requirements for the integrated master's program, which include a minimum grade point average (GPA), acceptable TOEFL, IELTS, or Duolingo scores, and other relevant criteria. All students who meet the criteria and who have taken the pre-approved courses are eligible for admission. Also listed are the UAH admissions procedure to be followed by students in this program.
- **Admissions process:** Appendix B describes the admissions procedures to be used for the integrated master's degree program. The student will be separately vetted by HITAM and UAH.

- Curriculum: Appendix C lists curriculum requirements for the integrated master's programs. For all courses taken through HITAM, HITAM will administer exams offline and provide students' transcripts to UAH.
- Cost of Studies: While in India students will pay tuition to HITAM. While at UAH, the cost of study will be determined by the tuition, fees, and other costs for study applicable at the time to students enrolled at UAH. As an example, Appendix D lists the 2023 tuition and other costs, including course fees, facilities fees, international student fees, typical residence rates, meal plan, books, supplies, etc. In general, when tuition increases are made, they are less than 10% per year. Tuition rates are determined by The Board of Trustees of The University of Alabama and are subject to change during the term of this Agreement.
- Handling of Contingencies with Program Completion: Students who do not perform at the minimum level of expectation while at UAH will be allowed to take advantage of UAH's Course Forgiveness and Repeat Policy (UAH Policy 02.01.56; included as Appendix E). This policy allows undergraduates to repeat up to three courses in order to improve their grade and graduates to repeat up to one course. Additionally, undergraduates will also be allowed course forgiveness on a single course. Students who take advantage of this policy will be expected to extend the duration of their program and cover all costs associated with this extension. Extensions of up to 18 months will be allowed for each of the graduate and undergraduate components.
- Assistantships and Other Financial Aid: Students enrolled in this program are not eligible for assistantships or other financial support. However, students who successfully complete their master's degrees through this program are eligible to qualify for assistantships or other financial support in the associated Ph.D. program.

HITAM Procedural Guidelines for Integrated Master's Programs

In order to facilitate smooth student exchange between HITAM and UAH, the following section provides general procedural information under which the exchange of students between the two institutions shall take place. Specific procedures, requirements and duties of the parties in connection with student exchanges shall be set forth in a separate written program agreement to be executed by the parties.

1. HITAM will provide UAH with the list of students registered under the program and those shortlisted as per the criteria for international immersion.
2. UAH will evaluate the applications of the registered and shortlisted students.
3. UAH will provide the necessary paperwork to enable the visa application process for the students accepted under the twinning program.
4. HITAM will advise its students about the academic and cultural expectations at the host university.
5. Both HITAM and UAH will create awareness amongst the students regarding US immigration regulations and guidelines for International students studying in the United States on various aspects, like international students maintaining full-time status, number of online courses that can be taken per semester, restrictions on employment, health insurance, etc.
6. Students may engage in paid internship opportunities through the career center of the host university, providing they meet the legal criteria of the host country.
7. HITAM will provide UAH information on any circumstances that may need special assistance or may affect a student's study at UAH, like medical condition, disability status, etc.

8. UAH will assist the incoming student in securing housing, conduct an orientation program and assign an academic advisor.
9. The total cost of the tuition, additional fees, and stay during their time at UAH will be borne by the student.
10. The airfare for travel to and from US will be borne by the student
11. Students will bear the cost of their own health insurance and any medical bills or non-mandatory fees, food, and any other costs relating to the exchange, books and necessary academic supplies necessary for the course.
12. No fees will be paid by UAH for recruiting students into the integrated master's programs.

Term of Agreement: The terms of this agreement will be for a period of five (5) years, and can be extended upon mutual agreement of all parties.

Termination of Agreement: In case of breach of terms and conditions on the agreement, either party may withdraw from this MOU, provided written notification of the withdrawal is given to the other party at least three (3) months prior to the desired withdrawal date, along with necessary documentation on reasons for withdrawal. In case of such termination, both parties agree to honor the commitments towards the existing students from all batches admitted into the twinning program, until they graduate at the end of five years.

Data Breach Notification: To the extent that HITAM and JNTUH maintain, store, process or are otherwise permitted to access either for themselves or, on the University's behalf, sensitive, personal information (as defined by the Alabama Data Breach Notification Act of 2018 or other applicable law), HITAM and JNTUH agree to comply with all aspects of Alabama's breach notification law or other applicable breach notification law, including but not limited to implementing reasonable security measures (including appropriate disposal of records); conducting a prompt and good faith investigation of potential breaches of security; promptly and without unnecessary delay providing notice to the University of the breach (including without limitation notifying the University of the nature of the information disclosed in the breach, the types and numbers of individuals affiliated with the University (e.g., students, employees, etc.) affected by the breach, and when the breach occurred); and timely and sufficiently complying with all breach notification requirements, including providing breach notification on the University's behalf. HITAM and JNTUH understand that their failure to comply with this state law constitutes a material breach of its agreement with the University as well as a violation of the laws set forth in the Alabama Data Breach Notification Act of 2018 and other applicable breach notification law.

Arbitration and Governing Law: The University does not agree to any terms or provisions that provide for liquidated damages with respect to the MOU. The University does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama. Any claim for damages against the University must be made through the Alabama State Board of Adjustment. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to the MOU, questions of immunity related to the University, and any disputes between the Parties. Any provisions of the MOU that may be considered a consent to suit or a waiver of immunity by the University is hereby stricken and rendered null and void. The University does not consent to binding arbitration. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to

be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Northeastern Division (Huntsville), or the Circuit Court of Madison County, Alabama. All Parties to the MOU shall comply with all laws and regulations governing their activities pursuant to the MOU. Each party shall be responsible for its own attorney fees in regard to enforcement of the MOU or in collecting any amounts due or resulting from any breach of the MOU.

FERPA Compliance: To the extent that personally identifiable information regarding any student records is shared with HITAM and JNTUH pursuant to the MOU, the Parties agree to the "FERPA and Privacy Provisions," which is fully incorporated herein by reference, in order to comply with the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g as amended (FERPA)), except in the event that the personally identifiable information does not fall within an exception to FERPA as set forth in the law or as identified in the MOU. HITAM and JNTUH shall be considered schools official with a legitimate educational reason to have access to such protected information, except in the event that the personally identifiable information does not fall within an exception to FERPA as set forth in the law or as identified in the MOU.

All employees and/or contractors of HITAM or JNTUH with access or exposure to University data shall comply with the terms of FERPA and Privacy Provisions. See Appendix F.

Insurance. It is recommended that HITAM and JNTUH carry comprehensive insurance in amounts and coverage acceptable to the University and approved in advance by its Risk Management office. If such insurance is in force, then a certificate evidencing that all such policies are in force and naming The Board of Trustees of The University of Alabama, its affiliated foundations, and their respective trustees, directors, officers, employees, agents, and representatives, as additional insured thereon have been paid for in full and shall be delivered to University prior to any activity commencing under this MOU. See Appendix G.

Severance: If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision will in any way be affected or impaired.

Effective Date of Commencement: This Agreement shall be effective from the date of signing.

Force Majeure: For purpose of this agreement, the term "**force majeure**" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of god, strikes, lockouts, or any public enemy, fire, cyclone, flood, explosion, landslide, epidemic, breakdown of or damage to plant, equipment or facilities, inability to obtain or unavailability of or damage to materials, ingredients or supplies, strikes, labor disputes, war, sabotage, riot, insurrection, civil commotion, national emergency and martial law, expropriation, restraint, prohibition, embargo, decree or order of any government, governmental authority or court.

If force majeure affects the performance of the service agreement, the party that is subject to force majeure shall promptly notify the other party and submit to the other party a sufficient and valid proof of force majeure within a reasonable period after the end of force majeure. Otherwise, the corresponding liability shall not be waived. The party affected by force majeure shall make reasonable efforts to reduce the

consequences of the force majeure and resume the performance of all relevant obligations as soon as possible after the termination of force majeure. The terms and period of the agreement shall be subject to modification in case of force majeure.

Contact for UAH:

Dr. Jon Hakkila, Associate Provost for International Services and Dean of the Graduate School
UAH, Huntsville, AL 35899 USA

Contact person for HITAM:

Principal
Hyderabad Institute of Technology and Management
Gowdavelli, Medchal
Hyderabad, Telangana State
India 501401

Contact person for JNTUH:

Registrar
Jawaharlal Nehru Technological University, Hyderabad,
Kukatpally, Hyderabad, Telangana
India 500085

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties.

On Behalf of the University of Alabama in Huntsville

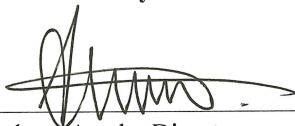


Dr. David Puleo, Provost

11/18/2024

Date

On Behalf of the Hyderabad Institute of Technology and Management



Mr. Prashant Arutla, Director



24/10/24

Date

On Behalf of Jawaharlal Nehru Technological University, Hyderabad



Dr. K. Venkateswara Rao, Registrar

24/10/24

Date