


UNR GENERAL COUNSEL'S OFFICE CONTRACT (PRELIMINARY) REVIEW SHEET

<input type="checkbox"/> Contract Officer Review	<input type="checkbox"/> Interagency
<input type="checkbox"/> \$3,000,000+	<input type="checkbox"/> Sale/Lease NSHE/UNR Property
<input type="checkbox"/> Five Years+ or Open-ended/Indefinite Period of Time	<input type="checkbox"/> Attorney Contract (for Chief Counsel Approval)
<input checked="" type="checkbox"/> Foreign Contract	<input type="checkbox"/> Other:

TITLE OF CONTRACT:	Agreement between GLA University and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno	
CONTACT PERSON: (Email/Phone)	Indira Chatterjee	Phone: (775)784-1350
REQUIRES BOR APPROVAL:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
COUNSEL – Please review, initial and date	Initials: 	Date: 9/11/24
RECOMMENDED TO CHANCELLOR BY PRESIDENT:		
<div style="text-align: right;">_____ Brian Sandoval, President Date</div>		
SUMMARY OF CONTRACT:		
To provide an agreement between GLAU and UNR for their students to obtain an MS degree in Industrial Engineering. Student have the same requirements of any student obtaining an MS degree in Industrial Engineering.		
REASON FOR CHANCELLOR SIGNATURE (if required):		

RETURN TO: Indira Chatterjee indira@unr.edu

CON24-613

AGREEMENT

BETWEEN

GLA UNIVERSITY

AND

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO**

This Agreement (the "Agreement") is made and entered into between GLA University ("GLAU"), 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406, India, and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("UNR"), 1664 N. Virginia Street, Reno, NV, 89557, USA, on this 11th day of ~~August~~ September, 2024. GLAU and UNR are each individually a "Party" and collectively the "Parties."

I. RECITALS

WHEREAS, GLAU is an Indian private university in Mathura, Uttar Pradesh;

WHEREAS, UNR is the state of Nevada's flagship public university and offers graduate programs in engineering;

WHEREAS, GLAU and UNR both wish to enter into a cooperative educational program (the "GLAU-UNR Program") in which GLAU graduates will matriculate to UNR to pursue a Master of Science degree in Industrial Engineering from UNR; and

THEREFORE, GLAU and UNR wish to enter into this Agreement to establish the respective legal interests and obligations of GLAU and UNR concerning the GLAU-UNR Program.

II. GLAU-UNR PROGRAM MECHANICS AND REQUIREMENTS

A. Application Process

1. GLAU Selection Process

- a. GLAU shall recruit prospective GLAU undergraduate candidates who wish to participate in the GLAU-UNR Program and who GLAU believes are prepared to meet the rigor of the GLAU-UNR Program ("Participants").
- b. Because of the experimental nature of this program, GLAU agrees to identify a cohort of at least five students in the first annual cycle of this program.

- c. The Parties, however, recognize that nothing in this Agreement prevents GLAU students or other parties from applying to UNR's graduate program in Industrial Engineering.
 - d. Faculty from both Parties will collaborate to develop curriculum and training designed to adequately prepare GLAU undergraduates in their fourth year to participate in the GLAU-UNR Program.
2. **Matriculation Requirements:** To successfully matriculate to UNR's Industrial Engineering program, Participants must generally satisfy the following requirements:
- a. *Fall Semester Start:* Participants in the first cohort of this Agreement may begin their studies at UNR in Spring 2025. All subsequent Participants and cohorts must begin their studies at UNR in the Fall Semester.
 - b. *GLAU Degree:* Participants must have received a bachelor's degree from GLAU before they enroll at UNR. UNR may revoke admission for any Participant who fails to receive a bachelor's degree before enrolling in UNR.
 - c. *GLAU Undergraduate GPA:* Participants are expected to have a cumulative GPA of 3.0 or higher in the undergraduate courses taken at GLAU.
 - d. *Testing:* Participants must have official GRE scores of Verbal + Quantitative of 300 or higher. Preference is given to Participants with scores above the 70th percentile in the Quantitative GRE exam.
 - e. *English Proficiency:* Participants must have sufficient English-language proficiency by the time they apply to UNR:
 - (i) The Participant receives one of the following official English-proficiency scores:
Duolingo: 115
TOEFL: 79 IBT (including Home Edition and Paper Edition) or 8.5 (Essentials)
IELTS: 6.5 (academic version)
Pearson (PTE): 59
Cambridge: 176
 - (ii) Notwithstanding their test scores, Participants who matriculate to UNR may also be required to take UNR's Bridge English Placement Test. This test is used for UNR's evaluative and internal placement process and any results will not affect the Participant's admission to UNR.

- f. The Matriculation Requirements in Sections II(A)(2)(c) and in II(A)(2)(e) apply to all international students applying to UNR for graduate school and are subject to change at UNR's discretion. Current Matriculation Requirements can be found online at <https://www.unr.edu/grad/admissions/requirements/international>.

3. UNR Application Requirements: Participants must also follow the following application process:

- a. Complete and submit a timely online application for international graduate admissions on UNR's website.
- b. Submit a copy of the applicant's passport biographical page with the application.
- c. Provide UNR with verification of an English proficiency score that satisfies the requirements set forth in Section II(A)(2)(e).
- d. Provide UNR with verification of the Participant's GRE scores.
- e. A copy of the Participant's resume or curriculum vitae.
- f. The Participant's statement of purpose.
- g. Two letters of recommendation.
- h. The foregoing application requirements generally apply to all international students applying to UNR for graduate school and are subject to change at UNR's discretion. Current Matriculation Requirements can be found online at <https://www.unr.edu/grad/admissions/requirements/international>.

4. **GLAU Assistance:** GLAU shall assist all Participants in the application process described in Section II(A) by providing advisory services as well as the provision of any documents necessary to that process, such as transcripts.
5. **UNR Acceptance:** If a Participant satisfies the requirements in Sections II(A)(2)-(3), UNR, in its sole discretion, may extend an official offer to that Participant to matriculate to UNR as a graduate student in UNR's College of Engineering to pursue a Master of Science in Industrial Engineering.

B. Matriculation to UNR

1. **Delivery of Official Transcripts:** Before matriculating to UNR, Participants must deliver official transcripts from GLAU that demonstrate the Matriculation Requirements to UNR at the following address:

The Graduate School
University of Nevada, Reno
1664 N. Virginia Street M/S 03266
Reno, Nevada 89557
USA

2. **Pre-Departure Travel and Immigration:** GLAU shall be responsible for preparing all Participants for international travel from India to UNR, including the process of obtaining a student visa to live and study in the United States. Where needed, UNR shall assist GLAU to facilitate such preparation. Participants shall be responsible for all costs of travel, including but not limited to airfare and visa costs.
3. **Matriculation to UNR:** Once a Participant matriculates to UNR, that student will become a UNR student and be afforded all the rights and obligations of an international graduate student in the College of Engineering at UNR. Participants will receive neither any advantages nor disadvantages at UNR because of their participation in the GLAU-UNR Program.
4. **Tuition & Costs:** Participants who matriculate to UNR shall pay tuition and fees at the amounts UNR sets forth for all international graduate students at <https://www.unr.edu/grad/admissions/tuition-and-fees/international-cost-no-ga>. For all other expenses—including registration fees, differential fees, mandatory fees, housing, meal plans, and books and supplies—Participants shall pay the same amounts as all domestic students.
5. **12-Month Program:** The Parties understand that the GLAU-UNR Program anticipates that Participants will take substantial course loads in UNR's Fall, Spring, and Summer semesters in order to graduate within 12 months. Participants who are unable to graduate within 12 months may continue their studies at UNR in the pursuit of a Master of Science degree. Such Participants will be solely responsible for any additional tuition, fees, and costs incurred.
6. **Master of Science Degree:** Participants who satisfy UNR's specific requirements shall be entitled to receive a Master of Science degree in Industrial Engineering from UNR. The degree will be solely from UNR. Although most Participants are expected to receive a degree within 12 months, UNR does not guarantee a degree within any particular timeframe.

C. **Program Coordinators**

1. **Designation:** GLAU and UNR shall each designate an individual to represent each university as its Program Coordinator. Each Program Coordinator shall be employed and paid by their respective university.
2. **Duties:** Program Coordinators shall have the following duties:

- a. Serve as a direct point of contact, communication, and collaboration between GLAU and UNR;
- b. GLAU's Program Coordinator shall advise and assist Participants in India concerning their payment of GLAU tuition and fees, visa applications, flight tickets, pre-departure orientation, and all other necessary details before leaving India; and
- c. UNR's Program Coordinator shall advise and assist Participants who have matriculated to UNR concerning orientation, residential life services, textbooks, class schedules, UNR tuition and fees, advising, and all other student services upon arrival at UNR.

D. Program Fees and Financial Responsibilities

1. **Student Responsibilities:** Individual Participants shall be responsible for all financial responsibilities associated with the GLAU-UNR Program, including but not limited to tuition, school fees, accommodations, food, books, supplies, travel costs, and immigration costs.
2. **GLAU Responsibilities:** Tuition and fees for courses taken at GLAU will be determined and collected from Participants by GLAU, which shall retain all such amounts.
3. **UNR Responsibilities:** Tuition and fees related to Participants' study at UNR will be determined and collected from Participants by UNR, which shall retain all such amounts.
4. **Payment Between GLAU and UNR:** This Agreement does not contemplate that GLAU or UNR will make any monetary payments to the other.

III. TERM AND TERMINATION

- A. **Term:** This Agreement will take effect when signed by both Parties and will remain in effect for a period of five years.
- B. **Termination:** This Agreement and all activities described as responsibilities of both Parties to this Agreement may be terminated by either Party without cause upon 90 days' written notice to the other Party, provided that the notice of termination does not disrupt the operations of the then-current semester, and that currently enrolled students are given the opportunity to complete their degree programs. UNR or GLAU may immediately terminate this Agreement in the event of a change in law, regulation, or policy in the U.S. and/or the India that results in a materially adverse impact on the GLAU-UNR Program operations. Any notice to be given hereunder shall be given in writing via reputable overnight courier. Notice shall be deemed received upon delivery to the Party to whom the notice is directed.

- C. **Effect Of Termination on Participants:** In the event this Agreement terminates, all Participants who have received an official offer of acceptance from UNR or matriculated to UNR shall be entitled to matriculate to UNR and/or complete their degree program at UNR.
- D. **Continued Cooperation:** In the case of termination, both universities will work together to facilitate the smooth transition of students and to minimize any academic disruption.

IV. AMENDMENTS

- A. This Agreement may be amended by written consent of both Parties and must be duly signed by authorized representatives of both Parties.
- B. Any such Amendment will be served personally or by prepared First Class Mail (or equivalent) mail in the country of origin or by electronic communication to:

GLAU:

Mr. Ashok Kumar Singh

Registrar

GLA University, 17km Stone, NH-19, Mathura-Delhi Road, P.O. Chaumuhan,

Mathura, India. 281406 (U.P.)

+91-9927211500

registrar@gla.ac.in

UNR:

Indira Chatterjee

College of Engineering

University of Nevada, Reno

1664 N. Virginia Street/MS 0256

Reno, Nevada 89557

United States of America

&

Office of General Counsel

University of Nevada, Reno

1664 N. Virginia Street/MS 0550

Reno, Nevada 89557-0550

United States of America

V. FERPA

GLAU acknowledges that UNR is legally obligated to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and UNR to the end that the rights and privacy of students enrolled at UNR are not violated or invaded. Once a Participant enrolls at UNR, GLAU

will not have any access to the individual student data without the written consent of the individual student.

VI. Governing Law and Venue

This Agreement shall be construed, governed, and interpreted by and in accordance with the laws of the State of Nevada. The Parties further agree that if any Party brings a legal claim against the other, that legal claim must be brought in a federal or state court in Washoe County, Nevada.

VII. MISCELLANEOUS TERMS

- A. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between GLAU and UNR concerning the GLAU-UNR Program and supersedes all prior understandings, agreements, or representations, whether written or oral, related to the subject matter herein.
- B. **Force Majeure:** Neither Party will be liable for failure to perform or inadequate performance to the extent caused by a condition beyond its control, including natural disasters, war, acts of terrorism, riots, labor conditions, government action, or global pandemics.
- C. **Agency:** Nothing in this Agreement is intended to create any form of agency relationship between GLAU and UNR by which either Party may be deemed the agent of the other.
- D. **Intellectual Property:** Neither Party will use the name or logo of the other Party in order to publicize the GLAU-UNR Program without the prior written consent of the other Party, which will not be unreasonably withheld.
- E. **Translations:** In the event that this Agreement is translated into a language other than English and there is an inconsistency with this English version, this English version of the Agreement shall be controlling.
- F. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the two Parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- G. **No Drafting Presumption:** This Agreement is the result of negotiations between the Parties and is a product of the Parties. Accordingly, this Agreement shall not be construed against any Party because of the involvement of that Party or the Party's counsel in the preparation of this Agreement.
- H. **Funding Out:** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any performance due by UNR under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to UNR or any kind whatsoever.

- I. **Authority To Sign:** Each Party executing this Agreement represents and warrants to the other that the individual signing this Agreement has been duly authorized to do so on behalf of the Party with legally binding effect.
- J. **Restricted Parties & Entities:** It is UNR's intention to abide by the Office of Foreign Assets Control (OFAC) U.S. Embargoes and Sanction Programs restrictions that may be applicable, which may include financial transactions of any kind, and/or providing services of any kind, including consulting services. Furthermore, UNR will not engage with parties or entities on any U.S. Government Watch List of Restricted or Denied Parties. UNR reserves the right to cancel this Agreement if an identified restricted or denied Party or entity is engaged.
- K. **Non-Exclusivity:** The provisions of this Agreement are expressly limited to the relationship between the Parties with respect to the educational undertaking herein described. Nothing herein shall prevent either Party from embarking upon other or additional programs.
- L. **Indemnification:** Subject to the limitations in Nevada Revised Statute Chapter 41, each Party for itself, its officers, partners, employees, agents and assigns, agrees to defend, indemnify and hold harmless the other parties and their officers, employees, and agents from and against any awards, orders, judgments or decrees, which may be entered against the other Party in any way related to this Agreement (including but not limited to any breach of its obligations, covenants, agreements or representations hereunder).
- M. **Government Approvals:** GLAU will be responsible for obtaining any and all necessary central, provincial and/or local governmental approvals required to implement this Agreement in India, if any exist. GLAU shall bear full financial and legal responsibility for performing obligations related to any and all necessary permits, licenses and/or approvals, as they may be needed under this Agreement from the Indian government for this Agreement. In the case that approval is required by an Indian governmental entity during this Agreement's duration, GLAU shall immediately notify UNR in writing of such requirements and applicable timelines; the Parties agree to work together to comply with any and all applicable MOE requirements.
- N. **Data Privacy Compliance:** GLAU warrants any information relating to an identified or identifiable natural person ("Personal Information" or "PI") that GLAU uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the GLAU-UNR Program will be processed in compliance with any applicable laws, regulations, and other legal requirements relating to (a) privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Information ("PI Protection Requirements"). Upon request, GLAU will make available reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements.

GLAU is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PI Protection Requirements. To ensure compliance with the PI Protection Requirements, GLAU has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information. GLAU further certifies that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PI Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PI Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

This Agreement is executed in duplicate counterparts, with each Party retaining one original copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

For GLAU University

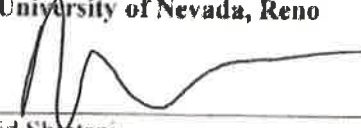

Ashok Kumar Singh
Registrar

Date: _____

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone NH-2 Mathura-Delhi Road
PO - Chounkian Mathura - 201 004

**For the Board of Regents of the Nevada
System of Higher Education on behalf of
the University of Nevada, Reno**


David Shintani
Vice Provost of Undergraduate Education

Date: _____

9/11/24

Recommended by:



Indira Chatterjee
Acting Dean College of Engineering

Date: September 09, 2024