

## SUPPLEMENTAL PROGRAM--I

### MEMORANDUM OF UNDERSTANDING FOR STUDENT EXCHANGES BETWEEN APPALACHIAN STATE UNIVERSITY AND MADRAS CHRISTIAN COLLEGE

This program MOU is made pursuant to and is subject to the terms and conditions of the Academic and Scientific Cooperation and Exchange MOU between Appalachian State University and Madras Christian College.

#### 1. Purpose

The primary purpose of this MOU is to institute an exchange of students that will provide student with an opportunity to study and benefit from the academic and cultural environment of the other country.

#### 2. Academic Coordination

The persons designated to coordinate the student exchange programs are the Associate Vice Chancellor for International Education and Development at Appalachian State University and Director of International Affairs Department at Madras Christian College. Their responsibilities entail the following:

- Oversee the selection of students to participate in the exchange;
- Facilitate academic matters for the students received by the host institution;
- Provide assistance to enrolling incoming students; and
- Serve as liaison between the two institutions.

#### 3. Numbers, Level, Selection and Balance

- 3.1 The exchange shall be limited to the equivalent of up to three students per year from each institution during the term of the MOU. Both institutions will review the exchange program on a regular basis for any imbalances in the number of students participating and will adjust the numbers as necessary to maintain a well-balanced program.
- 3.2 The overall balance of participating students from each institution must be maintained over the period of the MOU. Both institutions, by mutual agreement, will determine the number of students they may receive in any given year.
- 3.3 This exchange includes graduate and/or undergraduate students, and all students should demonstrate adequate academic preparation to undertake academic exchange.
- 3.4 The home institution will nominate students for the exchange on the basis of academic merit and other criteria as may be agreed upon by both institutions. The host institution reserves the right to make final judgment on the admissibility of each student nominated for the exchange.

#### **4. Academic Program**

- 4.1 Each participating student will take courses regularly offered at the host university, with the understanding that the host institution reserves the right to exclude students from restricted enrollment programs.
- 4.2 At the end of the period of study, the host institution will provide the sending institution with a report of the courses and grades received by each exchange student.
- 4.3 Transfer of academic credit will be determined by the home institution. This exchange includes graduate and/or undergraduate students, who have completed at least one year of undergraduate study.

#### **5. Student Status and Responsibilities**

- 5.1 Exchange students will register in the courses that their home institutions approve, as long as they do not pose any challenge to the norms of the receiving institution. They will pay applicable tuition and fees to their home institution and will not be charged comparable fees at the host institution. All students must maintain full-time enrollment status.
- 5.2 Students participating in the exchange program will be subject to and must abide by all the rules and regulations of the host institution and the host country.
- 5.3 Participating students shall pay for housing costs at their home institution, and these benefits will be provided to the students at no additional charge in the host country.
- 5.4 Some classes incur extra cost for materials and/or transportation (some technology classes and some sports classes, for example); in this case, the individual student enrolled in those courses will be required to pay those additional costs.
- 5.6 Indian exchange students will be required to purchase comprehensive health insurance at Appalachian, including medical evacuation and repatriation benefits. Appalachian students will purchase comprehensive health insurance before traveling to India.
- 5.7 While visits to the Student Health Center are free at Appalachian, if the exchange student requires prescriptions, lab work, or X-rays, the individual student must pay for these services and file for reimbursement from their insurance (if applicable).
- 5.8 Students will be responsible for purchasing all of their books and educational supplies. Institutions agree to inform participating students of these costs in a timely manner in order to facilitate adequate financial planning.
- 5.9 Students will be responsible for covering all transportation costs to the U.S. or India.

#### **6. Housing and Other Assistance**

The respective international offices will provide exchange students with university documents required for the student to obtain a visa, as well as housing information, and on-site orientation. Each host institution agrees to arrange accommodation for incoming students.

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**7. Hosting of Short-Term Faculty-Led Appalachian Study Abroad Students**

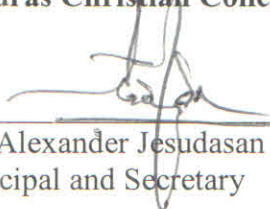
Land package including housing, transportation, cultural excursions, guest lectures, classrooms, on-site facilitators, local arrangements, meetings to relevant organizations and individuals, student forums, provide advice on health and safety precautions, provide on-site orientation.

**8. Amendment, Term, Termination, and Renewal**

- 8.1 This MOU shall become effective on the date of its signing by both parties, continue thereafter for five years subject to revision or modification by mutual written agreement and shall terminate automatically at the end of such period unless 30 days prior to termination, Appalachian State University provides written notice to Madras Christian College of its intention to renew the MOU for an additional five-year term. Either party may terminate this MOU at any time, without penalty subject to the notice provision below.
- 8.2 Termination by either of the institutions shall be effected by giving the other institution at least 90 days advance written notice of its intention to terminate. Further, this MOU will automatically terminate upon termination of the parent Academic and Scientific Cooperation and Exchange MOU but any students who have commenced at either university at the date of termination may complete their courses of study. Termination shall be without penalty.

Executed by Appalachian State University and Madras Christian College in duplicate copies, each of which shall be deemed an original.

**Madras Christian College**



Dr. Alexander Jesudasan  
Principal and Secretary

**Appalachian State University**



Dr. Stanley R. Aeschleman  
Provost and Executive Vice Chancellor

10 FEBRUARY 2010

Date

1/25/10

Date

## SUPPLEMENTAL PROGRAM--II

### MEMORANDUM OF UNDERSTANDING FOR FACULTY AND STAFF EXCHANGES BETWEEN APPALACHIAN STATE UNIVERSITY AND MADRAS CHRISTIAN COLLEGE


This program MOU is made pursuant to and is subject to the terms and conditions of the Academic and Scientific Cooperation and Exchange MOU between Appalachian State University and Madras Christian College.

This MOU provides the specific framework for the following activities:

- Collaborative research projects;
- Reciprocal exchange of staff and faculty;
- Exchange of publications, reports and other academic information;
- Collaborative professional development; and
- Other activities such as conferences, symposia, and workshops as mutually agreed.

#### 1. Faculty Staff Exchange

- 1.1. Faculty or staff, academic, administrative or directive, can be exchanged if external funds are available to support the exchange and if the appropriate units approve the exchange. The number of faculty to be exchanged will reflect available funds.
- 1.2. All matters related to the rights and responsibilities of employment, including the salaries and benefits of exchange faculty and staff, are the sole responsibility of the home institution.
- 1.3. The period of the exchange visit of any faculty or staff, academic, administrative or directive, member of the home institution shall not exceed one academic year.
- 1.4. Exchange faculty or staff, academic, administrative or directive, shall be subject to the host institution's rules, regulations, and policies. The host institution will orient exchange faculty and staff to pertinent rules. The home institution will withdraw the faculty/staff member from the exchange assignment upon the request of the host institution.
- 1.5. The host institution will provide adequate living accommodation for exchange faculty or staff and information and assistance required to obtain a visa, work permit, or other documents necessary to enter and stay in the host country. However, the responsibility for making the appropriate arrangements and meeting the legal requirements to enter, live and work in the host country is the responsibility of the exchange faculty or staff. The home institution shall communicate this responsibility to exchange faculty or staff.
- 1.6. If teaching is involved in an exchange, the arrangement must be reciprocal so that neither participating institution suffers any hardships in maintaining required teaching loads.



## **2. Information Exchange and Exchange of Materials**

- 2.1 The institutions agree to exchange information on the current state of their studies in the areas of collaborative work. Similarly, they will make available to each other well before their publication or the filing of patent applications any manuscripts and notices of invention in these areas that fall within the terms of the MOU and are not subject to restrictions in other grants or contracts.
- 2.2 In order to promote the joint work and carry out this exchange on a non-commercial basis, the parties also agree to make available to one another research materials and/or samples within the terms of this MOU and not subject to restrictions in other grants or contracts.

## **3. Publications**

The parties shall publish the results of their collaboration under the titles of the two institutions. The results of the joint work on a subject where both research groups have had original results and ideas already shall be published under the authorship of all investigators who made substantial contributions and under the titles of both institutions, regardless of where the final experiments or research were performed.

## **4. Intellectual Property**

- 4.1 All publications resulting from the collaboration between the two institutions under the terms and conditions of this MOU must give recognition to this MOU therein. Likewise, this MOU must also be mentioned in all courses and formal presentations which result from collaboration under the terms hereof.
- 4.2 To the extent permissible under intellectual property policies adopted by the Board of Governors of The University of North Carolina, and Appalachian State University's Policies and Procedures on Intellectual Property Transfer, both parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this MOU.
- 4.3 To the extent permissible under intellectual property policies adopted by the Board of Governors of The University of North Carolina, and Appalachian State University's Policies and Procedures on Intellectual Property Transfer, inventions made jointly by members of the two research groups will be jointly owned by the signing institutions.

## **5. Academic and Disciplinary Rules**

The parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.



**6. Funding**

- 6.1 Resources for the implementation of this MOU are dependant upon budgetary availability. Neither party is obligated to expend any resources in connection with this MOU. Should either party not have the funding necessary to carry out any obligations under this MOU, it shall immediately notify the other Institution of such fact and of such portions of this MOU that may be deemed terminated or modified.
- 6.2 Should a joint grant or contract be awarded, the institution to whom the prime award is made shall be responsible for allocating funds, according to the budgets approved by the granting agency, between both institutions and the Principal Investigators for support of the two groups including salaries, supplies, equipment, travel, and indirect expenses.

**7. Relationship of the Parties**

This MOU shall not be construed to create a relationship of partners, employees, servants or agents as between the parties. The parties to this MOU are acting as independent contractors. With respect to employee compensation for services provided in connection with this MOU, each party shall indemnify the other for their own employees' salaries, withholding taxes, workers' compensation, and other employment related obligations that may correspond.

**8. Use of Institutions' Name**

Neither party shall use the other institution's name, or any name or trademark in any form, including advertising, promotion or sales literature without first obtaining the written consent of the other institution.

**9. Governing Law**

Both institutions agree that this understanding is made in good faith. Should any difference arise that they may not be able to resolve by common MOU, they will abide by the laws ruling that particular case.

**10. Non-Assignment**

This MOU may not be assigned by either party without the advance written consent of the other.

**11. Notice**

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by overnight or expedited delivery service, addressed as follows or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

**12. Amendment, Term, Termination, and Renewal**

- 12.1 This MOU shall become effective on the date of its signing by both parties, continue thereafter until (not to exceed five years) subject to revision or modification by mutual written MOU and shall terminate automatically at the end of such period unless 30 days prior to termination, both



parties provides written notice to each other of its intention to renew the MOU for an additional term. Either party may terminate this MOU at any time, without penalty subject to the notice provision below. Any amendment to this MOU shall be made with acknowledgement in writing from both institutions.

- 12.2 Termination by one institution shall be effected by giving the other institution at least 90 days advance written notice of its intention to terminate. Further, this MOU will automatically terminate upon termination of the parent Academic and Scientific Cooperation and Exchange MOU. Termination shall be without penalty.

Executed by Appalachian State University and Madras Christian College in duplicate copies, each of which shall be deemed an original.

**Madras Christian College**



Dr. Alexander Jesudasan  
Principal and Secretary

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