STUDENT EXCHANGE AGREEMENT

Between

The American University in Cairo

And

Indian Institute of Technology Delhi

THIS AGREEMENT is entered into between the American University in Cairo (hereinafter referred to as "AUC"), at P.O Box 74, New Cairo 11835, Egypt and Indian Institute of Technology Delhi (hereinafter referred to as "IIT Delhi") at Hauz Khas, New Delhi 110016, India.

WHEREAS, cordial relations exist between AUC and IIT Delhi;

WHEREAS, AUC and IIT Delhi desire to establish certain exchange programs beneficial to the respective education institution;

NOW THEREFORE, in contemplation of the relationship to be established, the parties agree as follows:

Article 1. – Scope of Agreement.

The purpose of this Agreement is to establish the terms and conditions under which the exchange of student between AUC and IIT Delhi shall take place at the undergraduate and graduate level.

Definitions. As used herein the terms “Home Institution” and “Host Institution” shall have the following meanings:

“Home Institution” is the party to this Agreement that sends students to the other party (institution) for the purpose of study.

“Host Institution” is the party to this Agreement that accepts the visiting students (s) from the other party for study

Article 2. - Term of Agreement.

This Agreement shall take effect from the date it is signed by both parties and shall be effective for a period of 5 years from that date unless amended, terminated or replaced with a new MOU.

Article 3. – Exchanges.
3.1 Each exchange under the terms of this Agreement shall be for one (1) academic year. One academic year is made up of two (2) academic semesters or three (3) academic terms for a party to the agreement that operates on the quarter system. The semesters or term can be used together by one student or divided up among several students, but each exchange shall be limited to one (1) academic year in total. It is further agreed that during the term of this agreement, there be a maximum of eight (8) academic Semester or twelve (12) academic terms exchanged per academic year.

3.2 Both graduate students and undergraduate students at the respective institutions are eligible to participate in this exchange program. The participation of an undergraduate student from one of the partner institutions may be balanced by the participation of either an undergraduate or a graduate student from the other partner institution. Similarly, the participation of a graduate student from one of the partner institutions may be balance by the participation of either and undergraduate or graduate student from the other partner institution. The number of the students exchanged between both institutions must be balance by the end of the terms of this agreement.

3.3 The parties shall agree that if the combined number of undergraduate and graduate students exchanged between the institutions is not in balance each year, a balance will be achieved over a three-year period.

3.4 Each Home institution is responsible for maintaining its own students registered at the Home Institution for the duration of the program.

3.5 Each Home Institution is responsible for recruitment, selection, and pre-program orientation of its students.

3.6 Each Home Institution agrees that credits successfully earned at the Host Institution will be transferable (subject to meeting the equivalence credit determined by the Home Institution) to the Home Institution.

Article 4. – Exchange of Students.

4.1 Students of either institution who desire to engage in full-time, residential study in a non-degree granting program at the other institution must obtain an application from, complete and submit it to the Home Institution. Students must meet all admission standards of the Host Institution and obtain all required approvals from the Home Institution.

4.2 Each student accepted by the Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.

4.3 The Host Institution will make the final decision as to the acceptance of the student in each case, according to its admission policies governing students, and will notify the Home Institution in writing of acceptance or rejection. The Home Institution will notify the student of this decision.

4.4 The Host Institution retains the right to approve or reject any recommendation based on whether the candidate's qualifications meet admission requirement at the Host Institution.

Article 5. – Responsibilities of Home Institution

5.1 The Home Institution is responsible for collecting and reviewing student applications and formally recommending qualified student to the Host Institution for the study desired.
5.2 IITD makes no formal communication with the partner Institute for finalizing the course selection by its students and it is the responsibility of the student to timely select courses after ascertaining their availability in the host Institute.

Article 6. – Responsibilities of Host Institution.

6.1 The Host Institution will provide orientation for the incoming students.

6.2 The Host Intuition will endeavor to ensure that students are admitted to courses regarded as essential.

6.3 The Host Institution will provide academic and other advisory service for incoming students within the constraints of capacity, the actual provision of those courses in that semester, and the possibilities that the classes are canceled. In those cases, the host institution will make every effort to accommodate them in alternative courses in the fields of study they wish to pursue.

6.4 The Host Institution agrees to make every effort to make a place available for the exchange students in its residence halls during the normal semester on the understanding that the student will pay for all accommodation costs. If no accommodation is available, the Host Institution will assist the student in finding accommodation off campus; however the student bears the ultimate responsibility for locating and leasing such off-campus housing.

6.5 The Host Institution will inform students of health insurance and immunization requirements and availability. AUC students going abroad are required to have health insurance from the Host Institution unless they show proof that they have the equivalent or superior insurance. Students attending AUC will be required to either purchase AUC’s student health insurance for the period of their study at AUC or demonstrate that they are covered by their own individual health insurance purchased at their own expense. That insurance must be of equivalent or superior coverage to that provided by the AUC policy. Each student must provide proof of such insurance to AUC. AUC will direct students from the Home Institution requiring medical assistance to AUC’s student health facilities and if necessary, other appropriate facilities. The student will be responsible for any medical expenses not covered by the student’s health insurance plan. If AUC determines that a student from the Home Institution is in an emergency situation, AUC will promptly notify the Home Institution and cooperate fully in determining what additional actions may be required.

6.6 The Host Institution will provide to the Home Institution a final transcript describing the student’s academic performance, within six (6) weeks after the conclusion of the academic term in which the student was enrolled, on condition that the student has cleared his/her financial accounts with the host institution and has no other unfulfilled obligation to that institution that would restrict the release of his/her records and grades.

Article 7. – Responsibilities of Students

7.1 Students will pay the tuition and fees of their Home Institution to their Home Institution prior to participation in the program.

7.2 IITD and AUC Housing expenses are the sole responsibility of each exchange student.

7.3 IITD and AUC Health Insurance and medical costs including immunizations.

7.4 IITD and AUC Books, living expenses.

7.5 IITD and AUC Transportation fees and cost of transportation to and from the Host Institution as well as any costs associated with obtaining a visa and related documents.
Article 8. – Academic and Disciplinary Conduct

The parties agree that, during the term of this Agreement, all 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.

Article 9. – Nondiscrimination

The parties agree to comply with all the rules, regulations, executive orders, and laws forbidding unlawful discrimination which each Institution promulgates and to which each Institution is subject, in accordance with the laws of the respective countries in which each party is located.

Article 10. – Budgetary Considerations

Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement. To the extent any external funding is required by either party in order to implement this Agreement and funding for such purposes is not appropriated or is not otherwise available, such party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular exchange effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

Article 11. – Relationship of the Parties

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent Institution/University.

Article 12. – Use of Institutions’ Name; Advertising and Publicity

Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. In case of joint publication, the use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. Further, the Parties shall not assign any rights and obligations arising out of the IPR generated from inventions/activities carried out under this agreement to any third Party without consent of the other party. Commercialization of technology in any other country shall be done jointly through a separate agreement. All Confidential Information shall remain the exclusive property of the disclosing party.

Article 13. – Designated Administrative Officials

The administrative officials listed below are authorized to endorse exchanges under this Agreement.

For AUC:

Dr. Ahmed Tolba, Associate Provost for Strategic Enrollment Management.
For IITD:

Prof. Sanjeev Sanghi, Dean, Alumni Affairs and International Programmes.

Article 14. – Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To AUC:

Dahlia El Tayeb
Director, International Programs
International Programs Office
The American University in Cairo
P.O.B. 74, New Cairo 11835, Egypt
Tel: 20-2-26-15-3589
Fax: 20-2-2795-7565
Email: dahlia.tayeb@aucegypt.edu

To IITD

Professor Sanjeev Sanghi
Dean, Alumni Affairs and International Programmes
Indian Institute of Technology Delhi
Hauz Khas, New Delhi 110016, India
Tel: 011 26591713

Article 15. – Dispute Resolution

Should there be a dispute relating to any aspect of academic cooperation, Director, IITD and Associate Provost for Strategic Enrollment Management AUC will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

Article 16. – Amendments, Duration & Termination

16.1 The terms of this Agreement may be changed or modified only by written amendment signed by both parties.

16.2 This agreement shall be in effect from the date of its signing and be valid for the duration of five (5) years from that date, and will be automatically be renewed, unless terminated or replaced with a new MOU.

16.3 This Agreement may be terminated by either party providing the other written notice of its intent to terminate. Such notice shall be given at least one (1) year prior to the effective date of the termination. Such termination shall not affect exchanges in effect prior to the effective date of the termination. Once terminated, neither IITD nor AUC will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITD and AUC will ensure
that all activities in progress are allowed to complete successfully.

16.4 The signing of this agreement does not entail any financial obligation for the parties.

As witness to their consent to this Agreement, the appropriate authorities hereunto provide their signatures.

The Agreement is being signed subject to the approval of the respective administrative/academic bodies.

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<tr>
<th>The American University in Cairo, (Egypt)</th>
<th>Indian Institute of Technology Delhi, India</th>
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<tr>
<td>Ahmed Tolba</td>
<td>Sanjeev Sanghi</td>
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<td>Associate Provost for Strategic Enrolment Management Dr. Ahmed Tolba</td>
<td>Dean, Alumni Affairs &amp; International Programmes Prof. Sanjeev Sanghi</td>
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Director, IIT Delhi
Prof. V. Ramgopal Rao

Date: 11/11/19