



NATIONAL
UNIVERSITY



COLLABORATION AGREEMENT

This Collaboration Agreement ("agreement") is effective as of November 30, 2020 between National University ("NATIONAL") and Pimpri Chinchwad Education Trust ("PCET"). Both parties are interested in establishing a relationship that will promote educational opportunities for their students and faculty.

RECITALS

- A. NATIONAL is an independent, non-profit institution of higher education located in the USA. It is accredited by the Western Association of Schools and Colleges Senior College and University Commission ("WSCUC") and offers undergraduate and graduate degrees and certificate programs in a variety of fields.
- B. Pimpri Chinchwad Education Trust ("PCET"), is a leading education provider in INDIA with a focus on higher education. PCET is functioning proactively to provide the best professional environment to engineering, management, architecture and Science students in terms of academics, research, industry oriented trainings, various competitions etc. to create true aesthetically sensitive, socially committed and technologically competent engineers and management professionals. PCET's Pimpri Chinchwad College of Engineering (PCCOE) is one of the best engineering colleges in Pune.

TERMS AND CONDITIONS

With this collaboration agreement, PCET and NATIONAL agree to the following:

1. Both institutions will provide their students with opportunities in international education. These opportunities may include, but not limited to, study abroad programs, field trips, and distance learning. To promote collaborative learning between both institutions, each institution will share information of such opportunities to its students.
2. NATIONAL agrees to accept and enroll qualified PCET students as full-time students for the duration of their study abroad period. Students from PCET who wish to enroll at NATIONAL will be responsible for the preparation of all documents required for admission to NATIONAL including an official transcript from all other institutions attended. PCET student transcripts and diplomas will need to be issued by Savitribai Phule Pune University (SPPU), Pune.
3. PCET agrees to accept and enroll qualified NATIONAL students as full-time students for the duration of their study abroad period. Students from NATIONAL who wish to enroll at PCET will be responsible for the preparation of all documents required for admission to PCET including an official transcript from all other institutions attended.



4. PCET, in consultation with and support of NATIONAL's representative in INDIA, shall help applicants prepare for their study at NATIONAL by reviewing the academic programs and transfer policies of both institutions and ensuring that PCET students are fully apprised of the requirements.
5. NATIONAL will provide a complimentary academic transcript to PCET students upon completion of their studies and once all grades are posted. Transcripts will be sent directly to PCET.
6. PCET and NATIONAL agree to discuss the possibility of future faculty and staff collaborations.
7. Additions and modifications of this agreement may be executed through a written addendum signed by the representatives of PCET and NATIONAL.
8. Either institution shall be allowed to promote that the other institution is its partner. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating organization. Each party reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either party must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the partner, the organization must immediately stop publishing that usage of the logo and/or name, and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

Publication with exclusive information pertaining a partner, or portrayed as the partner's material, requires a written approval from the other partner.

9. Both institutions agree to maintain discretion concerning the information exchanged within the framework of this collaboration agreement. Furthermore, this agreement does not constitute any financial commitment by either institution.

10. General Data Protection Regulation (GDPR)

(i) Processing of personal data undertaken in the execution of the present Agreement and in the execution of the opportunities and projects envisaged herein shall at all times strictly conform with the provisions of Regulation (EU) 2016/679 (the General Data Protection Regulation, GDPR) and all other applicable data protection legislation.

(ii) The Parties shall assume full responsibility as data controller for the personal data pertaining to the respective Institution's students who opt to pursue any opportunity organized pursuant to the present Agreement and who thus subsequently enroll/register therewith.

(iii) The Parties shall make its Privacy Policy available to the other Party without undue delay, for the latter to share with its students in promoting opportunities/projects organized pursuant to the present Agreement in accordance with Section 1.

(iv) Any transfer of personal data pertaining to a Party's students by the other Party shall only be effected in accordance with Chapter V of the GDPR and insofar as NATIONAL has provided

appropriate safeguards through signature and endorsement of the standard data protection clauses adopted by the European Commission and referred to in Article 46 (2) (d) GDPR.

11. Family Education Rights and Privacy Act (FERPA)

(i) NATIONAL acknowledges that it is an entity subject to the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; C.F.R. Part 99, as amended (FERPA). NATIONAL acknowledges that it remains responsible for its obligations under FERPA. NATIONAL also acknowledges that PCET may receive confidential student information subject to FERPA under this Agreement and affirms that PCET is permitted to receive such information under 34 C.F.R. § 99.31(a) as a "party" that is "subject to the requirements of §99.33(a) governing the use and redisclosure of personally identifiable information from education records."

(ii) PCET agrees that it will not disclose or use any confidential student information except to the extent necessary to carry out its obligations under this Agreement.

12. The terms 'processing (of personal data)', 'personal data' and 'data controller' shall have the respective meanings assigned to them in Article 4 GDPR. The agreement shall be valid for two (2) years after both parties have signed this document. If one of the parties chooses to change or discontinue the agreement, it must give the other party a written notice of intention ninety (90) days prior to the expiration of these terms.
13. For the duration of this MOU, the Parties shall, at their own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers. Except where prohibited by law, PCET in their respective country shall require its insurer to waive all rights of subrogation against the NATIONAL's insurers and NATIONAL or the Indemnified Parties.
14. Termination of the agreement is subject to finalization of any pre-existing study abroad activity. If neither party chooses to change or discontinue the agreement at the end of a contract year, the agreement shall automatically renew under the same terms and conditions for an additional year. This will continue until either party chooses to change or discontinue the agreement.
15. When the agreement requires that a party gives notice to the other party, notice will be effective when: (a) personally delivered to the recipient. Notice is effective upon delivery; (b) mailed first class to the last address of the recipient known to the party giving notice, (c) mailed through an express mail service such as FedEx or UPS or a comparable carrier. Notice is effective on delivery, if delivery is confirmed by the delivery service; or (d) sent by facsimile. Notice is effective upon receipt. Notices must be given to:

If to INSTITUTION, to:

G.V. Parishwad, Ph.D.
Director
Pimpri Chinchwad College of Engineering, Pune
Sector – 26, Pradhikaran, Nigdi, Near Akurdi
Railway Station, Pune – 411 044
+91 9960984347

If to NATIONAL, to:

David W. Andrews, Ph.D.
President
National University
11255 North Torrey Pines Road
La Jolla, CA 92037
Telephone: (858) 642-8802

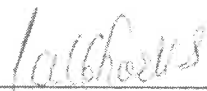
16. In the event of any dispute, claim, question, or disagreement arising from or relating to this Collaboration Agreement, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules. The number of arbitrators shall be one, and the place of arbitration shall be San Diego, California. Each party shall indemnify, defend, and hold the other harmless from and against any and all damages, claims, or liabilities resulting from the indemnifying party's negligence, intentional misconduct, breach of this Agreement, infringement of third party intellectual property rights and/or performance of the Services, except to the extent such damages, claims, or liabilities are caused by the indemnified party's negligence, intentional misconduct, infringement of third party intellectual property rights, or breach of this Agreement.
17. No amendment or modification to this Memorandum of Understanding (MOU) shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.
18. Each party shall indemnify, defend, and hold harmless the other party (including its employees, officers, directors and agents) from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees (collectively "Claims"), caused by such party's negligence or willful misconduct and arising out of this Agreement, except to such Claims attributable to the gross negligence or willful misconduct of the party seeking to be indemnified.
19. Limitation of liability under this Agreement, except for Liability for Indemnification. Liability for Breach of Confidentiality, Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Agreement to the other Party or any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Agreement, regardless of whether such damages were foreseeable, and whether or not it was advised of the possibility of such damages.
20. Neither Party shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other Party or its facilities with respect to this Agreement, without the prior written consent of the other Party. In addition, neither Party may use the names, logos, or trademarks of the other Party without its prior written consent.

21. Miscellaneous Provisions

This Agreement: (i) shall be binding and enforceable upon the Parties, their respective legal representatives, successors and/or assigns and obligations under this Agreement shall not be delegated without prior written consent; (ii) may be executed in any number of counterparts, each of which shall be deemed an original, but all together constitute one and the same document; (iii) other than as agreed to in this Agreement, shall not form a business partnership of any kind; and (iv) electronic signatures may suffice as originals.


Agreed and Accepted:

PCET



Shri. V.S. Kalbhor
Secretary
Pimpri Chinchwad Education Trust, Pune

Date: 01/12/2020




Girish M. Desai, Ph.D.
Executive Director
Pimpri Chinchwad Education Trust, Pune

Date: 01/12/2020


Executive Director
Pimpri Chinchwad Education Trust
Sect. 28, Pradhikaran, Nigdi, Pune - 411 044.

NATIONAL



David W. Andrews, Ph.D.
President
National University

Date: Jan 13, 2021



G.V. Parishwad, Ph.D.
Director
Pimpri Chinchwad College of Engineering, Pune

Date: 01/12/2020

PRINCIPAL
Pimpri Chinchwad College of Engg.
Sect. No.26, Pradhikaran, Nigdi, Pune-44

