

**GENERAL AGREEMENT
of ACADEMIC and CULTURAL COOPERATION
between**

**AVANS UNIVERSITY of APPLIED SCIENCES (Breda, Tilburg &
's-Hertogenbosch, THE NETHERLANDS)**

and

**DEPARTMENT OF BUSINESS ADMINISTRATION, TEZPUR UNIVERSITY
(Assam, INDIA)**

This Agreement is made between Avans University of Applied Sciences, The Netherlands, hereafter referred to as AVANS and the Tezpur University, hereafter referred to as TU. This Agreement specifically involves the academic cooperation between AVANS' School of International Studies, hereafter referred to as ASIS and TU's Department of Business Administration, hereafter referred to as DBA.

RECITALS

A. Cordial relations exist between AVANS and TU;

And

B. AVANS and TU, hereafter referred to as "both parties" aim to **continue certain Erasmus programmes** useful to the respective educational institutions. The exchange programmes will primarily promote and facilitate the exchange of students and staff members and may also encourage the development of other educational programmes of mutual interest. This Agreement will expand learning opportunities for **students from AVANS and TU.**

TERMS

In continuing the relationship already established and for valuable consideration, both parties agree as follows:

1.0 Purpose of the Agreement Definitions.

1.1 The primary objective of this Agreement is to continue cooperative efforts between AVANS and TU to effect the exchange of students and (academic) staff and the exchange of academic and research information between the two Institutions.

- 1.2 "Home Institution" is a party to this Agreement that sends its students and/or staff to the other party for the purposes of study, teaching or research.
- 1.3 "Host Institution" is a party to this Agreement that accepts the visiting students and/or staff from the other party for study, teaching or research.
- 1.4 The academic programmes of AVANS offered by its University enterprise AVANS-plus are not included in this Agreement.
- 1.5 The academic programmes of other departments/centres/cells offered by TU are not included in this Agreement.

2.0 Term, Renewal, and Termination.

- 2.1 This Agreement shall take effect on the first (1st) day of January, 2017, and shall continue until the last (31st) day of December, 2026, unless terminated as provided below.
- 2.2 If either party fails to follow the terms and conditions of this Agreement, the other party has the right to terminate this Agreement. Termination shall be made only after consultation between the legal representatives of both parties and/or the deans of the involved departments/schools/faculties of both parties as described in paragraph 14.0 below.
- 2.3 In the event that termination occurs during but before completion of student(s) or staff exchanges, the involved exchange student(s) and/or staff shall be allowed to complete the exchange in accordance with the provisions of this Agreement.

3.0 Exchange of Information and Assistance

- 3.1 To facilitate compliance with local accreditation processes and to assess the validity of waivers of credits obtained at the Home or Host Institution, both parties will mutually comply with any request for information regarding content, quality and delivery of the involved study programmes.
- 3.2 Both parties agree to provide to each other all relevant current catalogues, brochures and other information on a regular basis in order to provide reliable and comprehensive information to potential visiting students and staff members.
- 3.3 Both parties will assist visiting students and/or staff with registration, living arrangements, and other needs, within reasonable limits.
- 3.4 Both parties are to be responsible for the certification of academic standing for potential exchange students and/or staff to our respective institutions.
- 3.5 Within four weeks after completion of the exchange, comprehensive transcripts of records and if applicable other assessments of student work will be sent to the student's Home Institution at the student's request, unless a student has failed to

settle his/her account, in which case the transcript may be withheld at the discretion of the Host Institution.

4.0 Exchange of (Academic) Staff Members.

- 4.1 Prior to any exchange of staff, academic officials of both parties shall annually agree upon the specific staff member(s) to be exchanged, the specific courses to be taught and other duties to be performed by the exchanged staff, the specific dates of the exchange(s), ranging from short-term visit(s) to one year visit(s), and the financial considerations pertinent to the exchange(s), if any. This is the business of the involved academic departments/schools/faculties and will be communicated by their respective representatives as part of the intended cooperation process.
- 4.2 The Home Institution shall pay all salaries, benefits, insurance coverage, travel expenses, all withholdings required for tax and other purposes and any other remuneration and expenses to which the exchanged staff may be subject or entitled. All such exchanged staff members shall during all times of the exchange, remain employees only of the Home Institution. Nevertheless, the personnel of each party while on the premises of the other shall at all times be subject to the rules and regulations adopted by the Host Institution with respect to the conduct of its own employees and be accorded such privileges as staff members of the Host Institution.
- 4.3 The Host Institution will assist in arranging housing for the exchanged staff and if applicable their families within reasonable limits.

5.0 Enrolment of AVANS and TU Exchange Students

- 5.1 Prior to any exchange of students, both parties shall annually agree in writing upon specified general conditions and the number of students to be exchanged. This is the business of the involved academic departments/schools/faculties concerned and will be communicated by their respective representatives as part of the intended cooperation process. The annual maximum of exchange students in total is ten (10) per institution.
For a complete list of English taught 30 ECTS exchange programmes available at the respective Avans Schools it refers to:
<http://www.avans.nl/international/programs/programfinder/erasmus-exchange>.¹
The courses offered in a particular semester of the MBA program will be available for the exchange students.
- 5.2 Exchange students must only pay tuition fees at the Home Institution but must apply for admission to both AVANS and TU. Both parties will advise and support

¹ Please note that this URL links to all available Exchange programmes at AVANS. Under this Agreement, only the Exchange Programmes of ASIS are available for the TU students.

the exchange students in the respective admission procedures. It is the prerogative of each institution to make final decisions on admission to its own institution.

- 5.3 Both parties agree that imbalances of student exchanges will be compensated by exchanges in the consecutive years or may be approved and accepted in writing, prior to the imbalanced exchanges, by the Host Institution.
- 5.4 Both parties agree that exchange students are only eligible to receive academic credit at the Home Institution for, by the Home Institution prior approved course units that have been successfully completed and for which pass marks have been obtained at the Host Institution. Solely on the basis of an exchange period, exchange students are not eligible to pursue a degree at the Host Institution.
- 5.5 Year 3 & 4 undergraduate students of Avans and MBA 2nd semester students of DBA, TU are considered for the exchange program. The exchange program will offered during both semesters by both universities and participating students will chose their courses as per what is available during the relevant semester.
- 5.6 ASIS will offer the exchange students of DBA, TU the opportunity to complete a minimum of 20 credits and as per TU regulations, the visiting students will not be obliged to register for more than a maximum of 24 credits during the exchange semester. Once the students complete all the academic requirements of the visiting university the credits earned will be transferred to the parent university of the student. TU will offer ASIS students all credit courses as would be available to a local student of the MBA programme in TU. ASIS will offer TU students level 4 courses.
- 5.7 If applicable, it is the responsibility of the exchange students to acquire their own internships and, concerning the academic standards, comply with the applicable exam regulations of the degree awarding institution. Both parties mutually agree to certify the academic standing of the students involved in internships in each other's geographic area and assist internship students in acquiring the appropriate work and visa documents within reasonable limits. Decisions regarding the awarding of academic credit for student internships will be the responsibility of the degree awarding institution.

6.0 Housing and Financial Matters for Exchange Students

- 6.1 Financial responsibility including, but not limited to, tuition fees (*to be paid in the Home institution*), insurances, board, room, books, travel and all other incidental fees and expenses shall be the responsibility of the individual student. Each institution shall provide advisory and counselling assistance on these matters.
- 6.2 Exchange students are eligible for university housing under the same conditions as other students at the Host Institution.

7.0 Insurances for Exchange Students and Staff.

Both parties will ensure that their exchange students and staff have, at their own cost or if applicable at the Home Institutions' expense, an applicable basic health insurance, personal accident insurance and private third-party insurance, for personal bodily injury and wrongful death claims and for property damage liability. As secondary cover, each party has concluded a group third-party liability for its students and staff members. Evidence of such insurance or the acceptable alternative shall be provided to the other party upon request.

8.0 Language

8.1 The working language for this Agreement and all academic activities that result from this Agreement is English. This includes all teaching activities and exams. Each specific exchange student and staff member will be properly informed by both parties about the applicable language of instruction. Besides from specific other language courses, the working language for international exchange students at AVANS is English and at TU is English too.

8.2 Language requirements for international exchange students at AVANS: To maintain high standard levels of English language competences in the international classrooms and in compliance with Dutch national guidelines, AVANS only allows foreign students to exchange if they master English at, at least, an IELTS overall academic band score of 6.0 or equivalent. In addition to this prerequisite, Avans School of International Studies only allows foreign students to exchange if they master English at, at least, an IELTS overall academic band score of 6.5 or equivalent: (TOEFL 630 [PBT] or 100[IBT], TOEIC 720 or European Framework B1+/B2). It is the responsible of the Home Institution to only allow students to exchange who meet these language proficiency requirements. Students with an undergraduate and/or graduate curriculum that is entirely taught in English automatically qualify for an exchange.

8.3 Language requirements for international exchange students at TU is same as above.

9.0 National Laws, Academic and Disciplinary Rules and Regulations Compliance.

Both parties agree to comply to all applicable national laws. The academic requirements of both institutions shall also be mutually respected and all current, applicable policies covering matters of academic responsibility and social discipline, including institutional rules, regulations and code of conducts, will carefully be followed. Exchange staff and students at the Host Institution are required to comply to all national laws and active rules and regulations of the Host Institution.

10.0 Non-Discrimination.

The parties agree to comply with all national and local rules, regulations, executive orders, and laws forbidding unlawful discrimination which AVANS and TU promulgates and to which AVANS and TU are subject.

11.0 Dutch Code of Conduct.

AVANS is by Dutch law committed to act according to the Dutch **Code of Conduct with respect to International Students in Dutch Higher Education**. AVANS expects all his international partners to also act according to this Code of Conduct. This Agreement will be dissolved immediately if the exchange programme does not comply with the active Code of Conduct. The active Dutch Code of Conduct is published at: <http://www.internationalstudy.nl/en/>.

12.0 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 contractors.

13.0 Use of Institutions' Name: Advertising and Publicity.

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

14.0 Disputes & Termination of this Agreement.

If any controversy or dispute should arise between the parties with respect to the Agreement or performance thereunder, such controversy or dispute shall be submitted to the legal representatives of both parties or the involved deans of AVANS and TU who shall endeavour to find an amicable settlement of such dispute within thirty (30) days (or such longer period as may be mutually agreed upon) of submission of the matter to them. Within thirty (30) days following such consultation the withdrawing party may, by notice in writing to the other, terminate the Agreement effective on the 60th day following the receipt of such notice. If, and only if, the dispute relates to non-payment of monies aimed to be due, does a party have the right to bring an action therefore in a competent court of law.

15.0 Joint Research Projects.

Before any activity may commence on any joint research project, it shall be mutually agreed in writing that any publication resulting therefrom shall be credited to previously agreed-upon author(s), provided that each of the person(s) participate in the project.

Intellectual Property and Research Protocol: should any cooperation result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property of interest that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution.

Before commencement of any mutual research cooperation, both parties will agree in detailed writing on all content, legal and financial aspects of such cooperation.

16.0 Waiver.

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this Agreement.

17.0 Non-Assignment.

This Agreement may not be assigned or changed by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

18.0 Notices.

Administration of this Agreement shall be the responsibility of the Office of the Executive Board at Avans University of Applied Sciences and the Office of the Registrar at Tezpur University. Any additions, changes or deletions must be approved by the legal representatives at both universities. All notices shall be in writing and shall be directed to these individuals as follows:

To Avans University of Applied sciences: Avans University of Applied Sciences, Executive Board, P.O. Box 1310, NL-5004 BH TILBURG, The Netherlands; T: +(31) 88 525 8484; E: collegevanbestuur@avans.nl

To Tezpur University : Tezpur University, Registrar, P.O. Napaam, 784028, Tezpur, India , T: + (91) 3712 267003 E: registrartu@tezu.ernet.in

Both parties will assign contact person(s) and/or administrative office(s) that are responsible for the execution of this Agreement:

Contact person(s) and/or administrative office(s):

Contact for AVANS: Backoffice ASIS, Avans University of Applied Sciences, Avans School of International Studies, P.O. Box 90.116, NL-4800RA BREDA, The Netherlands. T: +31 88 525 7630; E: backoffice.ASIS@avans.nl www.avans.nl

Contact for TU: Chandana Goswami, Professor, Department of Business Administration, Tezpur University, P.O. Napaam, 784028, Tezpur, Assam, India. T: +91-9435180258; E: cg1@tezu.ernet.in, www.tezu.ernet.in

Force majeure: Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this contract impossible.

Warranty: Each of the parties warrants it has the legal power to enter into this Agreement.

In accordance we sign four (4) copies of this General Understanding Agreement of Academic and Cultural Cooperation, in English, all contents being identical and valid.

Avans University of Applied Sciences
drs. P.L.A. (Paul) Rüpp, President

(signature)

Place and date:

Tilburg 12 May 2017

Tezpur University
Dr. Biren Das, Registrar

(signature)

Place and date:

कुलसचिव
तेजपुर विश्वविद्यालय
Registrar
Tezpur University
Tezpur 22 May, 2017

Avans University of Applied Sciences
A.P. (Pien) Versteegh, PhD.
Dean, Avans School of International Studies

(signature)

Place and date:

Breda 15 May 2017

Tezpur University
Dr. Chandana Goswami
Dean, School of Management Sciences

(signature)

Place and date:

Tezpur 22 May, 2017

Rekeyed: 20150819/AVANS-PHvB

संकायाध्यक्ष, प्रबंधन विज्ञान विद्यापीठ
तेजपुर विश्वविद्यालय
Dean, School of Management Sciences
Tezpur University