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**Memorandum of Understanding**

**between**

**Jai Hind College**

**and**

**Rider University**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated 29<sup>th</sup> September 2022, between Jai Hind College ("JHC"), with an address at A Rd, Churchgate, Mumbai, Maharashtra 400020, India, and Rider University ("RIDER"), with an address at 2083 Lawrenceville Road, Lawrenceville, NJ, USA 08648 (JHC and RIDER, each individually a "Party", and collectively the "Parties"),

WHEREAS, JHC and RIDER desire to work together to develop institutional and educational linkages between the two institutions for the purposes of:

- A) Offering a path to the RIDER undergraduate and graduate degrees for JHC students;
- B) Acceptance of JHC students into RIDER's undergraduate and graduate degree programs;
- C) Participation in collaborative professional development and training initiatives;

WHEREAS, the Parties desire to memorialize the terms and conditions of their cooperation;

NOW, THEREFORE, the Parties agree that JHC is authorized to promote the RIDER Undergraduate and Graduate Degrees, using the promotional means best suited for that purpose in accordance with the terms of this MOU.

JHC will select and refer students to RIDER for enrollment under the following conditions:



- 1) JHC will adequately consult with and advise qualified students to apply to RIDER and ensure that they are fully aware of the educational possibilities available to them, together with all information regarding all fees, terms of payment, commencement dates, and requirements for admission into any course and/or program of study at RIDER as well as post-admission requirements such as maintaining health insurance. Schedule A of this MOU contains the undergraduate and graduate admission requirements.
- 2) JHC will promote RIDER's undergraduate programs and graduate programs by:
  - a. Introducing RIDER to qualified JHC students and their families;
  - a. Organizing seminars and presentations to eligible JHC students.
- 2) JHC is authorized to provide information on RIDER's courses and recruit students for RIDER through its promotion. During the Term of this MOU, RIDER gives JHC explicit permission to announce its affiliation with RIDER. Furthermore, for the term of this MOU, RIDER gives JHC a limited license to include the RIDER logo, pictures of RIDER, and information about RIDER in JHC marketing materials, both print and digital. RIDER must review and approve RIDER logo, pictures, and information from use in JHC printed and digital media.
- 3) RIDER will provide JHC with information such as college catalogs, course descriptions, brochures, etc., with preference to digital materials. JHC acknowledges that RIDER asserts copyright and trademark/service-mark rights in all such materials and JHC shall treat them in compliance with all India, USA, and international copyright and trademark laws.
- 4) RIDER will assist JHC applicants in obtaining student visas from the US Consulate General.
- 5) The tuition fees, room and board, compulsory fees such as insurance and deposit (to be paid in US Dollars) will be paid directly to RIDER by JHC students. The rate of tuition and room and board and fees will be reviewed annually. RIDER will share new rates at least four (4) months in advance of RIDER's fall semester. RIDER will provide academic scholarships to all eligible and qualifying JHC students and will share scholarship information and qualifications at least four (4) months in advance of RIDER's fall semester. Schedule B of this MOU contains information on RIDER's tuition and fees.
- 6) **TERM OF THIS MOU:** This MOU is valid for the 2022 -2024 Academic Years, and, upon expiration, the Parties may renew through mutual negotiation. Either Party may terminate this MOU by written notice of termination to the other Party upon at least six (6) months'



# RIDER UNIVERSITY



notice. Either Party may terminate this MOU if the other Party breaches its obligations under this MOU by giving not less than thirty (30) days' written notice of the breach to the other Party and the breaching Party fails to cure the breach within that time.

- 8) The activities needed to achieve the proposed aims will be determined, and subsequent agreement will be executed if necessary.
- 9) This MOU represents the full understanding of the parties to date. All amendments to this MOU and all implementing agreements entered under this MOU must be in writing and signed by both Parties.
- 10) The Parties acknowledge that they are and shall remain independent legal entities, and that this MOU does not create an employment, partnership or agency relationship and that neither Party is empowered to legally bind the other, unless specifically authorized to do so in a subsequent implementing agreement.
- 11) The Parties intend to resolve any disputes arising under the MOU and/or any implementing agreement amicably. If the Parties cannot reach a mutually-satisfactory resolution between themselves, they will submit the matter for arbitration and the rules of the New York Arbitration Convention shall apply. Each Party shall bear its own costs and half of any arbitration fees. The proceeding shall be conducted in English and take place in the State of New Jersey, USA. Such arbitration award shall then be the final, binding, and exclusive remedy for the Parties.
- 12) The MOU shall be governed by the laws of the State of New Jersey, USA, without regard to conflict-of-law rules.

IN WITNESS WHEREOF, the Parties execute this MOU as of the day and year indicated below.

For RIDER UNIVERSITY

*James P. Haetman*  
Signature of VP, Finance/Treasurer & CFO

**JAMES P. HAETMAN**  
Name of VP, Finance/Treasurer & CFO (print)

Date *9/29/2022*

JHC

*Ashok Madia*  
Signature of Representative

**Ashok Madia**  
Name of Representative (print)  
**JAIN HIND COLLEGE**

Date *25/11/2022*

