

ACADEMIC AGREEMENT

**Between
University of Jaen, Spain**

And

IILM Institute for Higher Education, India

IILM Institute for Higher Education "IILM" and UNIVERSITY OF JAEN hereafter referred to as "UJA", wishing to establish cooperative relations between the two institutions, especially to develop the academic and cultural interchange through mutual assistance in the areas of education, and research agree as follows:

PART I SCOPE OF THE COOPERATION

The areas of cooperation include, subject to mutual consent, any program offered at either institution as felt desirable and feasible on either side and that both sides feel contributes to the fostering and development of the cooperative relationships between the two institutions.

The assistance to be provided by each of the contracting parties will include teaching, research, exchange of faculty and students, and staff development, etc., as deemed beneficial by the two institutions.

PART II AREAS OF COOPERATION

Assistance shall be carried out subject to availability of funds and the approval of the UNIVERSITY OF JAEN and of the IILM, through such activities or programs as:

1. Exchange of undergraduate and graduate students;
2. Exchange of faculty and staff members;
3. Joint research and consultancy activities;
4. Participation in seminars and academic meetings;
5. Exchange of academic materials and other information;
6. Special short-term academic programs and projects;

The terms of such mutual assistance and necessary budget for each specific program and activity that is implemented under the terms of this agreement shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity and the terms of such program and activity shall be negotiated on an annual basis. Each institution will designate a contact person to develop and coordinate specific activities or programs:



**PART III
EXCHANGE OF STUDENTS**

A. PURPOSE

The purpose of this program is to make possible the exchange of students between the two institutions on a continuing basis within the laws, rules and regulations of each respective institution.

B. DEFINITION

In this agreement, unless the context will otherwise set forth or imply, “exchange” shall mean an exchange of a special number or ratio of students from each Institution, “exchange student” shall mean students participating in the exchange implemented herein, “home institution” shall mean the institution at which the student intends to graduate, and “host institution” shall mean the institution which has agreed to receive the exchange student from the home institution.

C. NUMBERS

UNIVERSITY OF JAEN will send up to Six (6) exchange students to IILM each year and IILM will send up to Six (6) exchange students to UNIVERSITY OF JAEN each year unless this number is varied by a mutual agreement. UNIVERSITY OF JAEN and IILM will review the program annually for any imbalances in the number of students, and will adjust the numbers of students exchanged the following year, as necessary, to maintain a reasonable balance in the exchange.

Student exchange shall apply to both, undergraduate and graduate students.

D. SELECTION OF PARTICIPANTS

The home institution will screen and select applicants from its university for the exchange program and send applications within the defined application deadlines. The host institution will reserve the right to make the final judgment on the admissibility of each student nominated for the exchange. Admission decisions will depend mainly on recommendations by the home institution. The following guidelines apply to all exchange students:

1. The exchange student must meet any language requirement set forth by the host institution.
2. The exchange student may apply to any academic program offered at the host institution as a full-time, non-degree or unclassified student at the appropriate level as determined by the host institution. The host institution reserves the right to exclude student from restricted enrollment programs.
3. All academic credit earned at host institution will be credited to the home institution as determined by policies of the home institution.
4. Upon completion of the study tour at the host institution, exchange students must return to the home institution. Any extension of stay must be approved in writing by both cooperating universities.
5. The exchange students must abide by all rules and regulations of the host institution.



E. RESPONSIBILITIES OF THE UNIVERSITY OF JAEN

1. The UNIVERSITY OF JAEN agrees to accept the prescribed number of qualified IILM exchange students with sufficient English language proficiency, to enroll them as full-time, non degree undergraduate or graduate students for one of the two semesters of the academic year and to provide each student with tuition waivers.
2. The UNIVERSITY OF JAEN will provide the appropriate counseling and other assistance to the IILM exchange student and will assist in finding appropriate housing .
3. At the end of each academic term, the UNIVERSITY OF JAEN will send to IILM an official transcript of credits, at the student's request, for each IILM exchange student studying at UJA.

F. RESPONSIBILITIES OF IILM

1. IILM agrees to accept the prescribed number of qualified UJA exchange students, to enroll them as full time, non degree undergraduate or graduate students for one semester at IILM and to provide each student with tuition and service fee waivers.
2. IILM will provide the appropriate counseling and other assistance to the UJA exchange students and will assist them in finding appropriate housing in residence Halls, apartments or private homes.
3. At the end of each academic term, IILM will provide an official academic transcript for each UJA exchange student.

PART IV EXCHANGE OF VISITING SCHOLAR, FACULTY AND STAFF

The two Institutions will encourage the exchange of faculty, research, and administrative personnel for specified periods of time, ranging from a few days for consultations and/or lectures to a semester, a summer session, or an academic year. Faculty members under this program will be provided with access to the libraries, related offices and laboratories that are considered relevant. Arrangements for visiting scholars will be made in the following: (a) a nomination of the visiting scholar by the sending institutions to the prospective host institution, (b) approval and acceptance by the host institutions, (c) arrangement by both concerning the exact time and duration of the visiting scholar's appointment.

Expenses for travel and stay incurred by the visiting faculty member or members shall be borne either by the home institution or the individual. Under no circumstances shall exchange faculty or staff be construed to be employees or representatives of the host institution for any purpose. Each institution shall remain responsible for all its faculty employment considerations, including salary, health insurance, pension, or other employee benefit plans without interruption during those assignments.



PART V
FINANCE AND SERVICE

All exchange students must register and pay tuition and other required fees at the home institution. The host institution will provide the necessary documents in obtaining a visa.

The exchange students are responsible for the following:

1. Transportation to and from the host institution;
2. Room and board expenses;
3. Textbook, clothing, and personal expenses;
4. Health Insurance and risk management fee;
5. Passport and visa costs, and
6. All other debts incurred during the course of the year.

PART VI
RENEWAL, TERMINATION, AND AMENDMENT

This agreement will be valid upon the date it is signed by the appropriate officials of the two institutions and will remain in force for a period of Five (5) years from the date of the last signature, and will be automatically renewed unless chosen otherwise by either of the Institutions. The agreement may be terminated by either party giving six months written notice to the other party.

This agreement may be amended by the exchange of letters between the two institutions .Such amendments once approved by both institutions will become part of the student exchange agreement.

This agreement is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to, contractually bind the parties.

The exchange or visitation of participants outlined in this Agreement will be subject to all applicable immigration laws and regulations of the country where the Agreement Program occurs and any limitations and/or restrictions related thereto. The terms and conditions of this Agreement are subject to compliance with the Parties' home countries laws and policies, including those on export and import control.

In the event that a dispute arises under this agreement, the parties shall make every effort to resolve it themselves. Should the parties enter future contracts contemplated by this agreement, such contracts will contain a detailed resolution process.

This agreement shall be governed by, construed, enforced and interpreted in accordance with the laws of India, applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought



and enforced exclusively in the competent courts of New Delhi ,India, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

**FOR AND ON BEHALF OF THE
UNIVERSITY DE JAÉN
THE RECTOR**

On his behalf,
by Resolution of April 29th 2015
The Vice-Chancellor for
Internationalization

SEBASTIÁN BRUQUE CÁMARA



Date:

15/12/2015

**For IILM Institute for Higher
Education**

(R. K. CHAUDHRY)

Date:

29/12/2015

