

Memorandum of Understanding  
Between  
GLA University  
and  
Fort Hays State University

This Memorandum of Understanding (MOU) is entered into by and between GLA University, located at 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406, India, hereinafter referred to as GLAU; and Fort Hays State University, located at 600 Park Street, Hays, Kansas 67601, USA, hereinafter referred to as FHSU.

**PURPOSE**

The purpose of this MOU is to establish an educational cooperation between GLAU and FHSU, and define the educational programs.

**EDUCATIONAL PROGRAMS**

FHSU graduate (master, specialist, and doctor degree) programs.

GLAU summer study abroad programs.

**RECRUITMENT**

GLAU will promote FHSU's graduate programs to GLAU undergraduate students, and FHSU will promote GLAU's summer programs to FHSU undergraduate and graduate students.

**ADMISSIONS CRITERIA**

*FHSU Admission Requirements:*

Students must meet the admission criteria listed on FHSU's website:

<https://www.fhsu.edu/academic/gradschl/admissions/index>

International Student Checklist:

<https://www.fhsu.edu/academic/gradschl/admissions/international-check-list-oct18>

English proficiency waiver - Students will not need to submit proof of English proficiency.

*GLAU Admission Requirements:*

All FHSU students are eligible.

## **APPLICATION DEADLINES**

### *FHSU Application Deadlines*

Students must apply, be accepted to the program of study, and have required immigration documentation on file with the International Student Services Offices prior to these deadlines:

- Fall semester – June 1
- Spring semester – October 15

### *GLAU Application Deadline*

April 1

## **IMMIGRATION REQUIREMENTS**

### *FHSU Immigration Requirements*

In addition to the documents required for admission, students must also submit the documents required for obtaining a student visa for entry into and study in the United States of America.

- Financial Form and Bank Certification – Must indicate that student has sufficient funds to cover expenses for the entire year of study at FHSU. Complete the FHSU financial form or provide a letter of financial support signed by your sponsor. Downloadable (<http://fhsu.edu/academic/gradschl/apply/>)
- Passport I.D. page – Copy of I.D. page that includes passport number, picture, name, date of birth, sex, place of birth, date issued, and the expiration date.

### *GLAU Immigration Requirements*

Only tourist visa is required.

## **FHSU GRADUATION REQUIREMENTS**

Admission to academic programs does not guarantee graduation. Students must complete all degree requirements to earn diploma. Degree analysts can provide the current graduation requirements upon request.

## **FHSU POLICIES AND CODE OF CONDUCT**

Students are required to follow these FHSU policies that can be found on the FHSU website:

- **Student Code of Conduct**  
<http://www.fhsu.edu/judicial/student-code-of-conduct/>

- **Graduate School Policies**

<http://www.fhsu.edu/academic/gradschl/current-students/>

### **FHSU DEFERMENT POLICY**

Applicants not enrolling for the semester in which they are admitted may be required to reapply; check with your program for specifics. International applicants may defer admission for a maximum of two semesters unless otherwise restricted by individual programs.

### **FINANCIAL INFORMATION**

#### *FHSU Graduate Programs*

Students will pay tuition and fees directly to FHSU according to these requirements:

- \$50 application fee – Students will pay this at the time of application. Application fees are subject to change.
- \$50 graduation fee – Students will pay this prior to graduation. Graduation fees are subject to change.
- On-campus graduate (master degree) tuition and fees – Students will pay the graduate, non-resident graduate tuition and fees rate.

Tuition and fees are established by the Kansas Board of Regents and are subject to annual change. The current rates can be found on the FHSU website: [https://www.fhsu.edu/sfs/students\\_parents/tuition/](https://www.fhsu.edu/sfs/students_parents/tuition/).

Students will also be responsible for any additional costs including, but not limited to:

- Travel expenses
- Accommodation and meals
- Health and accident insurance
- Textbooks and other required course materials
- Passport and visa

#### *GLAU Summer Programs*

The GLAU summer program tuition cost is \$1,250

#### *Scholarship*

For each full-time student studying at FHSU from GLAU, \$1,000 per semester (fall and spring semesters only) will be deposited into a scholarship fund to pay for costs related to GLAU summer programs for FHSU students.

## **FHSU WITHDRAWALS AND DROPS**

Students choosing to withdraw from courses, or drop completely from the program will be subject to the FHSU refund policy stated on the FHSU website.

## **POINTS OF CONTACT**

### **FHSU**

Philip Wittkorn  
Director of Global Operations  
pdwittkorn@fhsu.edu  
+1 (785) 628-4609

### **GLAU**

Dr Anup Kumar Gupta  
Dean, Academic Affairs  
anoop@gla.ac.in  
+91-9760077922

## **REPRESENTATIONS**

Neither party may make representations, commitments or agreements in the name of, or on behalf of, the other party and may only represent its affiliation with the other to the extent provided herein. GLAU shall not use the name of Fort Hays State University, FHSU, or FHSU Logos in any advertising without first submitting that advertising to the FHSU Point of Contact for approval, modification, or rejection. A decision will not be unduly withheld upon receipt of said materials.

## **STATE OF KANSAS CONTRACTUAL PROVISIONS**

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07/18), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

## **CONTRACT VALIDITY, REVISION, AND TERMINATION**

This MOU will take effect when signed by both parties. It comprises the entire agreement between the parties with respect to its subject matter and supersedes all previous statements (whether written or oral) made by either Party and all previous agreements, understandings and arrangements between the Parties.

Arrangements in this MOU may be altered if both Parties consent to do so. Alterations must be confirmed in writing and signed by a duty officer of each of the Parties.


This MOU shall be valid for five (5) years from the date of signature of this MOU and afterwards it may be renewed as agreed by the Parties.

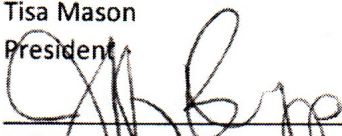
The MOU may be terminated by either Party, giving one year's notice. In the event of termination, the two institutions will ensure that students who have started the program will be able to complete it.

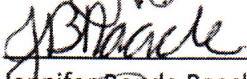
**Signatures:**


We, the undersigned, have agreed on the contents of this MOU. Any changes must be agreed to by both parties.


*Fort Hays State University*

Signed  2/22/19  
Tisa Mason  
President Date

Signed  2-15-19  
Jeff Briggs  
Interim Provost and Vice President for Academic Affairs Date

Signed  2/14/19  
Jennifer Bonds-Raacke  
Dean, Graduate School Date

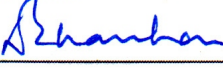
Signed  2/18/19  
Michael Barnett  
Vice President for Administration and Finance Date

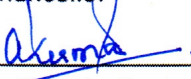
Signed  2/18/19  
Kerry Wasinger  
General Counsel Date

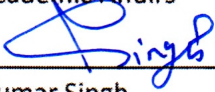
Approved as to Form  
Fort Hays State University  
General Counsel  
J. Idry


*GLA University*

Signed  2/12/19  
Narayan Das Agrawal  
Chancellor Date

Signed  3/13/2019  
Durg Singh Chouhan  
Vice-chancellor Date

Signed  3-14-2019  
Dr Anup Kumar Gupta  
Dean, Academic Affairs Date

Signed  3/15/19  
Ashok Kumar Singh  
Registrar Date

Signed  3/15/2019  
R. P. Agarwal  
Director-International Affairs Date

## Attachment A

State of Kansas  
Department of Administration  
DA-146a (Rev. 07/18)

### CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07/18), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being 14<sup>th</sup> day of February, 2019.

- 1. Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

**Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf



of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by

executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.

16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://www.fhsu.edu/policies/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.