

AGREEMENT  
BETWEEN  
MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR,  
RAJASTHAN, REPUBLIC OF INDIA  
AND  
THE COLLEGE OF ENGINEERING AND COMPUTING  
AT  
FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FLORIDA, UNITED STATES OF  
AMERICA

This Agreement is entered into this 4 day of October, 2012, by and between **Malaviya National Institute of Technology** (hereinafter referred to as "MNIT"), Jawahar Lal Nehru Marg, Jaipur-302017, Rajasthan, Republic of India, and **The Florida International University Board of Trustees**, by and on behalf of the **College of Engineering and Computing ("CEC")** at **Florida International University ("FIU")**, whose business address is Modesto A. Maidique Campus, 11200 S.W. 8<sup>th</sup> Street, Miami, Florida 33199, **United States of America ("USA")**.

NOW THEREFORE, in consideration of the mutual covenants provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by FIU and MNIT (hereafter known as the "**Parties**"), the Parties hereby agree as follows:

This Agreement describes the terms under which FIU and MNIT can offer MNIT's Engineering graduates an opportunity to conduct their graduate studies at FIU and, upon fulfilling all requirements, obtain an FIU degree. The basic premise of this Agreement is that eligible students upon graduation from MNIT would be able to participate in the following program (the "**MS Programs**," as defined below):

After completion of his/her undergraduate studies at MNIT and obtaining the **Bachelor of Engineering ("BE")** degree in the Electrical Computer, Electronics or Communications Engineering discipline, the graduate of MNIT could apply for admission to the **Master of Science ("MS")** degree program in **Electrical Engineering ("MSEE")**, or **Computer Engineering ("MSCpE")** at CEC at FIU. (The MSEE and MSCpE are collectively referred to as the MS Programs.) Upon meeting all FIU graduate admissions requirements, the prospective student would be admitted into the program that he/she has applied to. Upon the satisfactory completion of the required 30 credits and all other standard academic requirements, the students would receive an MS degree from FIU.

The current list of courses of these MS Programs can be found in the CEC website.

Upon the successful conclusion of his/her studies, the student would receive an MS from CEC at FIU. In addition, MNIT students obtaining the MS degree would have the option to

apply for a 12-month **Optional Practical Training ("OPT")** at a US-based corporation, as long as he/she meets the minimum eligibility requirements described in **Appendix A**.

The MS Programs are described in greater detail in the following sections.

#### **I. MS Degree Program for Graduates of MNIT:**

The MSEE and MSCpE are fully accredited programs that each consist of 30-credit hours of coursework (10 courses of three [3] credit hours each).

The CEC will accept nominations of MNIT graduates for participation in this Agreement. In addition, CEC welcomes applicants who have completed the BS in the previous two (2) years (currently 20010-12) to apply for admission to FIU's CEC. These recent graduates would thus be eligible to take advantage of the opportunity to participate in this program.

Admission to FIU into the MS Programs via the Agreement is *not* guaranteed; students must individually apply to FIU and meet all FIU requirements. If accepted, he/she would enroll at FIU where he/she must satisfactorily complete his/her CEC and FIU degree requirements in order to earn the MS degree. CEC and FIU graduation requirements apply to all students equally, including those from MNIT, and are subject to revision as and when needed, in order to comply with curricular changes at CEC or FIU and/or to meet accreditation and State of Florida requirements.

The current **admission requirements** are the following (*these are subject to modification*):

- Completion of an online Graduate Application for Admissions that can be obtained at [gradschool.fiu.edu](http://gradschool.fiu.edu) by clicking on "Graduate Admissions."
- Holding a bachelor's degree or equivalent from an accredited university with an undergraduate **grade point average ("GPA")** equivalent of 3.0 out of 4.0 in upper division courses.
- Submission of official transcripts of all previously attended universities (undergraduate and graduate) in a sealed university envelope.
- Submission of official proof of any degrees obtained; a notarized copy of the original diploma is required.
- Submission of a letter of recommendation from the Director of MNIT.
- Applicants whose native language is not English must demonstrate proficiency in the English language by presenting a minimum score of 80 on the **Internet Based Test ("iBT")**, **Test of English as a Foreign Language ("TOEFL")**, or the equivalent minimum score of 550 on the paper-based version of the TOEFL. The **International English Language Testing System ("IELTS")** exam is accepted; students would need a minimum score of 6.5.
- Fulfillment of any other standard FIU Graduate Admissions' requirement.

All international documents in foreign languages *must* be translated into English by an official translation agency.

#### **Degree Requirements**

Participants pursuing an MS Program at FIU are required to take a minimum of 30 credits as required by the CEC MS degree, and as indicated in the FIU graduate catalog at the time of admission. The **graduate program director ("GPD")** of each program must approve his/her choice of courses in writing.

Entry into this program at FIU can take place at the start of any one (1) of three (3) annual university terms: the fall term beginning late August; the spring term in early January; or, summer term in early May.

In order to maintain legal F-1 visa status, MNIT students participating in MS programs at FIU shall register for a minimum of nine (9) credit hours during the fall and spring semesters. MNIT students do not need to register in the summer semester to maintain legal status, unless they commence their studies at CEC in the summer semester; in that case, a minimum of six (6) credits are required to maintain legal F-1 status. *The F-1 eligibility criteria are subject to change pursuant to the US immigration laws.*

The FIU and CEC graduation requirements are also detailed in the FIU graduate catalog and include, but are not limited to (*subject to modification*):

- Completion of a *minimum* of 30 hours of graduate credits; and,
- Attainment of an overall GPA of 3.0.

No grade below a 'C' will be accepted in a graduate program. Only courses taken at FIU will be used to calculate the FIU cumulative GPA. All academic rules and requirements stated in the graduate catalog of FIU will govern the student terms.

### **Fees and Related Expenses**

A student participating in the dual degree program pursuant to this Agreement will be charged four hundred and fifty US dollars (US \$450.00) per credit hour for the courses in the program. Additional per credit fees as approved by The Florida International Board of Trustees will also be charged. Changes in fees are approved at the annual summer meeting of The Florida International University Board of Trustees. *Thus, per credit fees may increase in future academic years. FIU will communicate, in writing, any changes in fees and any tuition change on a yearly basis.*

MNIT students participating in the MS Programs as described in this Agreement will be responsible for paying all tuition, fees, and costs. Students enrolling at FIU pursuant to this Agreement will also be responsible for all expenses related to his/her course of study at FIU, including housing, transportation, health insurance and the like. Students must meet the financial criteria for international students established by FIU, the Florida Board of Governors, and the US Department of Homeland Security. Students must also acquire by themselves the appropriate visas in order to be enrolled.

## **II. Other Program Characteristics and Conditions:**

### **Internships and Career Services**

All participants in the MS Programs will have access and full rights to the services provided by the CEC, including the services provided by the Office of Career Management Services. Foreign students attending the FIU program who meet certain eligibility requirements may apply for the OPT program described in **Appendix A** enclosed hereto.

### **Use of Logos and Brands**

Except as otherwise authorized in writing by CEC at FIU, MNIT shall do business in its own name and shall not trade upon the name or credit of CEC or FIU. All brochures, advertisements, website materials, or other solicitations for the program that include reference to FIU or its CEC, regardless of medium and language, shall be subject to FIU's *prior* written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of this Agreement. MNIT shall, upon FIU's request, immediately retract and/or withdraw any information presented by MNIT in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used. This Agreement

confers no rights upon MNIT to use the logos, marks and likeness of FIU in any advertising except as authorized by FIU in writing.

Except as otherwise authorized in writing by MNIT, CEC at FIU shall do business in its own name and shall not trade upon the name or credit of MNIT. All brochures, advertisements, website materials, or other solicitations for the program that include reference to FIU shall be subject to FIU's *prior* written approval. All information posted on FIU's websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of this Agreement. FIU shall, upon MNIT's request, immediately retract and/or withdraw any information presented by FIU in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used. This Agreement confers no rights upon CEC to use the logos, marks and likeness of MNIT in any advertising other than for the program and in a manner consistent with the provisions of this paragraph.

Neither FIU nor MNIT may use the **Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC")** logo in connection with this Agreement or otherwise. The use of this logo is reserved exclusively for SACSCOC.

#### Additional Provisions

This Agreement shall be interpreted according to the laws of the State of Florida, including the provisions of Florida law regarding conflicts of law, regardless of where the obligations undertaken herein are to be performed. Students participating in the program under this Agreement must satisfy the laws of the Republic of India during their prior study at MNIT.

The term of this Agreement shall be for three (3) years commencing on the Effective Date when the Agreement has been signed by all the signatories. The Agreement will be reviewed in one-and-a-half (1½) years to assess results and enact improvements, as necessary. The Agreement may be renewed for additional periods of time and could be extended to other MS degree programs of CEC upon the mutual written consent of the Parties and subject to such terms and conditions as the Parties shall determine in writing. Such extension would require the amendment of the Agreement to incorporate the admission and graduation requirements of other MS degree programs of CEC. Any such amendment would require the additional approval by the appropriate authority of each respective institutions.

If, as a result of an act of *force majeure*, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of either Party, either Party is hindered in performing its obligations under this Agreement, then, in such event, that Party shall have the right, upon notifying the other Party of the occurrence of *force majeure*, to suspend performance under the Agreement until the event of *force majeure* has passed. In the event that either Party is unable to perform for a period of excess of six (6) months, the other Party may, at its option, terminate this Agreement.

In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU would have at least one (1) month to coordinate the resumption of activities per this Agreement.

MNIT will be responsible for obtaining all necessary Republic of India governmental approvals required to implement this Agreement.

Any notice required or permitted under the provisions of this Agreement shall be effective when personally delivered or sent by first class mail, return receipt requested as follows:

**If to MNIT:** Professor Inder Kumar Bhat, Director  
Malaviya National Institute of Technology  
Jawahar Lal Nehru Marg, Jaipur-302017  
Rajasthan, Republic of India

**If to FIU:** Dr. Caesar Abi Shdid, Director of External Programs  
College of Engineering and Computing  
Florida International University  
10555 W. Flagler Street, EC 2429  
Miami, FL 33174 USA

The performance of this Agreement is subject to the Constitution and laws of the USA and of the State of Florida and the regulations of the Florida Board of Governors and The Florida International University Board of Trustees. In particular, all the provisions of this Agreement and any agreement to be derived therefrom must adhere to the requirements of Part 736 of the Export Control Administration regulations accessible through <http://ecfr.gpoaccess.gov>, and as they may be amended in the future. The Florida Sunshine and Public Records Law applies to all aspects of this Agreement.

This Agreement may be terminated without cause by either Party upon six (6) months' advance written notice. Notwithstanding this provision, any students participating in existing programs would be allowed to complete their degree program.

In the event of a breach of this Agreement, the non-breaching Party shall provide 30 days' advance written notice of its intent to terminate this Agreement. The breaching Party shall be given the opportunity to cure the breach within that time. If the breach is not cured or reasonable assurance of the ability to cure is not given or is not accepted, then the termination shall be effective at the end of the 30-day period.

The Parties agree to provide equal enrollment opportunities to all persons regardless of race, color, religion, gender, age, national origin, disability or marital status during the term of the Agreement.

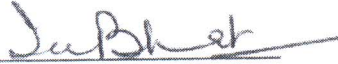
This Agreement is designed solely to facilitate the development of mutually beneficial and collaborative initiatives. Each Party shall bear any cost it may incur in the implementation of this Agreement.

This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof, and supersedes all prior or contemporaneous discussions, agreements, and understandings, whether verbal or written.

This Agreement will be amended, as necessary, to comply with regulations or policies of both Parties, as they might be revised from time to time.

The individuals signing this Agreement represent that they have the requisite authority to bind their respective bodies to this Agreement.

Malaviya National Institute  
of Technology:



Professor Inder Kumar Bhat  
Director

Date: 04<sup>th</sup> Oct, 2012

The Florida International University  
Board of Trustees:



Dr. Elizabeth A. Bejar, Ph.D.  
Vice Provost for Academic Affairs

Date: 9/24/2012



Amir Mirmiran, Ph.D., P.E.  
Dean, College of Engineering and  
Computing

Date: 9/20/12

Approved as to the Form and Legal  
Sufficiency:



Isis Carbajal de Garcia  
Deputy General Counsel  
Office of the General Counsel

Date: 9/24/12

## APPENDIX A

### OPTIONAL PRACTICAL TRAINING (OPT)

#### Eligibility for Employment:

A fundamental eligibility requirement for all types of employment (on- or off-campus) is for a student to **continuously maintain lawful F-1 status**. Maintaining lawful F-1 status includes, at a minimum, the following:

1. Student must have a valid passport at all times;
2. Student must hold a valid FIU I-20 properly processed either through FIU's **International Student and Scholar Services ("ISSS")** or by travel and re-entry;
3. Student must be registered full-time each academic semester. Under immigration regulations, "full-time enrollment" is defined as enrollment for **at least 9 graduate-level credits for graduate students**.
4. Student must also be in good academic standing and "make normal progress towards completion of degree," which means maintaining the minimum GPA of at least 3.0 for graduate students.

**Practical training** is employment that is directly related to a student's major or field of study. Students must have been on valid F-1 status for at least two consecutive semesters prior to application for practical training, although application is allowed 90 days prior to the conclusion of their studies.

OPT is limited to an aggregate total of 12 months. Authorization is granted by a Service Center of the **US Immigration and Citizenship Service ("USCIS")**. An FIU ISSS advisor will recommend OPT for an FIU international student in F-1 status who has met **all eligibility requirements**. An application fee is charged by USCIS.

A student may choose to apply for OPT either before graduation (pre-completion of degree) or after graduation (post-completion of degree). Any period used before graduation is deducted from the 12 months available. **Students are required to attend a Practical Training/Employment Workshop in order to be eligible to apply for OPT.** More detailed information (application procedure, documents needed, etc.) is provided at the workshop. **Students must CHECK WITH ISSS FOR WORKSHOP SCHEDULE and APPLICATION DEADLINES.** These workshops are also offered online.

Students must have attended an ISSS Employment/Practical Training Workshop before they can apply for OPT through ISSS on an appointment basis. They must bring all applications forms and other required documents at the time of appointment with an ISSS advisor.

**IMPORTANT:** Students must obtain proper authorization before engaging in any on- or off-campus employment (whether it is paid or non-paid). If a student falls out-of status at any time during his/her employment (i.e., drops a class and falls below the full-time requirement or his/her passport expires), then the student must stop working immediately. *The requirements for maintaining the F-1 visa status and being eligible for the OPT are subject to change based on US immigration law.*