

**COOPERATIVE AGREEMENT**  
**Between**  
**Montcalm Community College**  
**Sidney, MI**  
**and**  
**MS Panwar Community and Technical College**  
**Solan, Hamachal Pradesh, India, 173212**

This Cooperative Agreement is hereby made by and entered into between Montcalm Community College, Sidney, MI, 48885 hereby referred to as MCC, and MS Panwar Community and Technical College, Solan, Hamachal Pradesh, India, 173212, hereby referred to as PCTC collectively referred to herein as "the Parties".

**1. Purpose**

- 1.1 MCC and PCTC agree to establish ties of friendship for the purpose of promoting academic cooperation and collaboration for the benefit of their faculties and students in the fields of communications, technologies, and the arts.
- 1.3 The focus and length of all activities will be agreed upon by the parties in advance and may be of any specified academic discipline.
- 1.4 Specific projects will be selected as a result of coordination by MCC and PCTC at the appropriate administrative level in each institution. As these projects are developed, each of these will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. Upon the mutual consent of the parties, collaboration may be carried out in, but not limited to, the following activities:
  - Visits between institutions by academic, technical, and administrative staff.
  - Exchange of materials in communications, technologies, and the arts.
  - Facilitate and conclude the articulation of courses at or between the colleges.
  - Joint organization of conferences, seminars, or other academic meetings.
  - Joint organization of technical training or administrative programs.
  - Joint development and delivery of courses and programs.

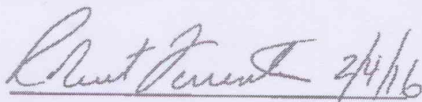
**2. General Provisions**

- 2.1 This Agreement is meant to describe the nature and suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement. Both institutions understand that all financial agreements necessary to any implementation plan will be negotiated upon, subject to mutual agreement, and will depend on the availability of funds at each institution.

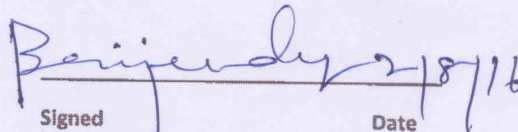
- 2.2 All activities conducted pursuant to this Agreement will be conducted in accordance with all applicable rules, and regulations of each institution, as well as all applicable federal, state, and local laws, rules, and regulations.
- 2.3 Each party will appoint one person to act as a Joint Manager in the execution of this Agreement, and manage the details of particular activities, curriculum, or program development.
- 2.4 The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English.

### 3. Duration

- 3.1 This Cooperative Agreement will be effective upon signature by the representatives of the institutions and, if applicable, approval by appropriate authorities in their respective countries.
- 3.2 This Cooperative Agreement will be in perpetuity. Either party wishing to make changes or terminate the Cooperative Agreement shall notify the other partner in writing of such intentions no later than six months before the suggested changes should go into effect.
- 3.3 Either party may, with six months written notice, terminate this Cooperative Agreement or request the renegotiation of its conditions. Under such circumstances, staff or students shall be allowed to complete the activity under old conditions that have commenced an activity under the previous agreement.
- 3.4 Each party reserves the right to unilaterally terminate the Agreement should the other partner fail to fulfill its responsibilities as stated herein.

 2/4/16

Signed  
Robert Ferrentino, JD  
President  
Montcalm Community College  
Sidney, MI

 2/8/16

Signed  
Brijender Panwar, Ph.D.  
President  
MS Panwar Community & Technical College  
Solon, Hamachal Pradesh, India

**EXCHANGE AGREEMENT**  
**Between**  
**Montcalm Community College**  
**Sidney, MI**  
**and**  
**MS Panwar Community and Technical College**  
**Solan, Hamachal Pradesh, India, 173212**

This Exchange Agreement between Montcalm Community College, Sidney, MI, 48885 hereby referred to as MCC, and MS Panwar Community and Technical College, Solan, Hamachal Pradesh, India, 173212 hereby referred to as PCTC affirms that:

WHEREAS MCC and PCTC have signed a Cooperative Agreement;

WHEREAS Both institutions wish to promote academic exchanges with institutions in other countries;

WHEREAS MCC and PCTC desire to seek areas of common intellectual interest; and

WHEREAS Projects and exchanges undertaken by PCATC and MCC would be beneficial to both institutions.

Therefore, it is mutually agreed that the two institutions will cooperate in developing a series of exchanges to enrich the intellectual environment of both institutions and to facilitate the free exchange of ideas among faculty and students.

**1. DEFINITIONS**

The terms "Host Institution" and "Home Institution" have the following meanings:

Home Institution-The institution providing the exchange student from which the student intends to graduate

Host University- the institution that agrees to receive participating students from the Home Institution

**2. EXCHANGE OF STUDENTS**

**2.1 Selection of Students**

MCC in cooperation with PCTC will identify each year the number and academic disciplines of students eligible for exchange for three-weeks, one-semester, or one-year at MCC. PCTC in cooperation with MCC will identify each year the number and academic disciplines of students eligible for exchange for three-weeks, one-semester, or one-year at PCTC. MCC and PCTC will work together to identify an acceptable number of students for exchange, knowing this number may not balance.

All candidates shall have a command of the language of instruction for their curriculum, adaptability, excellent intellectual curiosity and a desire to experience a new culture. Individual academic programs at both institutions may have specific requirements that must be met.

**2.2 Registration Procedures**

Students participating in exchanges must satisfy all admission requirements including those related to academic qualifications and language proficiency. The liaison officers will coordinate registration forms and documents that must be submitted to the host institution by the appropriate deadline date.

Each institution will award credits according to performance and academic results. Both institutions agree to a "transfer of credits" of the grades and course credits earned by their students while at the other institution. The ways and means of this transfer remain under the sole authority of each institution for its own degree.

The host institution will inform and provide official documentation to the home institution of the academic results of the exchange students.

### **2.3 Fees and Accommodations**

Tuition and other fees for exchange students shall be collected only by the home institution. Exchange students will be provided with access to libraries, computer systems and other host campus facilities and activities. Both institutions will assist exchange students in locating appropriate housing. Each Home institution will charge their Home Exchange students an agreed upon amount to offset costs at the Host college. This charge will be remitted to the Host College prior to the exchange.

Students are responsible for paying their transportation, required medical and travel insurance, meals, textbooks, personal expenses and all debts incurred during the course of the exchange. Housing will be provided by, or arranged by the host college, with no-fee to students.

### **2.4 Responsibility of Institution**

Both institutions agree to enrol the students as full-time students in accordance with the Statutes, Ordinances and Regulations of the host institution for the duration of their studies abroad.

Both institutions agree to count the courses successfully completed abroad towards the completion of the exchange students' degree requirements. Course selection and transferability to be determined by each institution prior to any exchange taking place.

MCC assumes no responsibility whatsoever for any property of the students under the care of PCTC in connection with this Agreement and is expressly released and discharged from any liability for any loss, injury or damage to persons or property that may be sustained by reason of activities under this Agreement.

PCTC assumes no responsibility whatsoever for any property of the students under the care of MCC in connection with this Agreement and is expressly released and discharged from any liability for any loss, injury or damage to persons or property that may be sustained by reason of activities pursuant to this Agreement.

### **2.5 Responsibility of the Students**

Travel arrangements and costs will be the students' responsibility. Both institutions agree that every person connected with this program in relation to the mutual undertakings with each other shall abide by, conform to, and comply with all the laws of the United States, India or other relevant jurisdictions as well as the statutes, regulations, policies and disciplinary rules applicable at each institution. Each institution shall provide participants with a copy of its applicable policies and disciplinary rules.

## **3. EXCHANGE OF FACULTY AND STAFF**

### **3.1 Selection of Faculty and Staff**

Both institutions agree to encourage faculty and staff participation in exchange program activities. The number of faculty exchanged is up to each institution. Applicants for participation in the exchange will be selected by the home institution and will be subject to acceptance by the host institution. The period of exchange will be determined by the purpose of the exchange. The duration of the faculty and staff exchanges shall be arranged as appropriate and in accordance with the established rules and practices of the host institution.

### **3.3 Responsibility of Institution**

The home institution will maintain their faculty/staff member on full salary and benefits for the period of exchange. The host institution will supply office space, library privileges, technology linkage, and other facilities appropriate to the position at the host institution.

### **3.4 Responsibility of the participant**

Travel and living expenses shall be the responsibility of the participants, unless both institutions agree to alternative arrangements. All faculty and staff shall be covered by health, emergency evacuation and repatriation insurance that is valid in the host nation. The cost of insurance will be paid by the participants or their university, depending on the home university policy.

Exchange personnel are subject to the laws of the host country, to the rules and regulations of the host institution, and the cultural mores of the host nation. This agreement pertains to exchange participants only, and does not include spouses or dependents.

**4. DESIGNATED ADMINISTRATORS OF THE AGREEMENT**

Each institution will appoint a liaison officer who shall be responsible for all matters concerned with this agreement.

*MCC Contact: Gary Hauck, Ph.D.*

*Partner Institution Contact: Brijender Panwar, Ph.D.*

**5. NONDISCRIMINATION**

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, disability, or status as a veteran.

**6. DURATION**

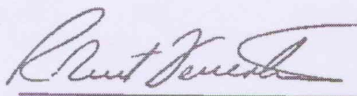
This Exchange Agreement will be effective upon signature by the representatives of the institutions and, if applicable, approval by appropriate authorities in their respective countries. The Agreement will be in force in perpetuity.

**7. TERMINATION**

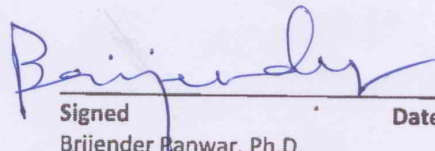
The agreement will remain in effect until termination is requested by one of the Institutions. Notice of termination shall be given in writing at least six months prior to the effective date of the termination. Such termination shall not affect exchanges in process prior to the effective date of the termination. Each party reserves the right to unilaterally terminate the Agreement should the other partner fail to fulfill its responsibilities as stated herein.

**8. MODIFICATION**

The terms of this Agreement may be changed or modified only by written amendment signed by the both parties. Either party wishing to make changes or terminate the Cooperative Agreement shall notify the other partner in writing of such intentions no later than six months before the suggested changes should go into effect.

 2/4/16

Signed  
Robert Ferrentino, JD  
President  
Montcalm Community College

 2/8/16

Signed  
Brijender Panwar, Ph.D.  
President  
MS Panwar Community & Technical College

**EXCHANGE AGREEMENT (Calendar year 2017)**

**Between**

**Montcalm Community College**

**Sidney, MI**

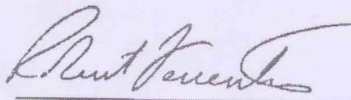
**and**

**MS Panwar Community and Technical College**

**Solan, Hamachal Pradesh, India, 173212**

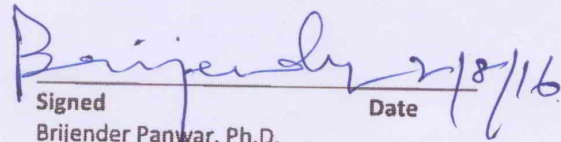
This Exchange Agreement between Montcalm Community College, Sidney, MI, 48885 hereby referred to as MCC, and MS Panwar Community and Technical College, Solan, Hamachal Pradesh, India, 173212 hereby referred to as PCTC:

- PCTC intends to send 10 students and three instructors to MCC in July 2017 for a three-week exchange. The final number of students and faculty may change, but is subject to prior agreement by MCC and PCTC. MCC and PCTC approve this exchange.
- MCC intends to send 10 students and three instructors to PCTC in May 2017 for a three-week exchange. The final number of students and faculty may change, but is subject to prior agreement by MCC and PCTC. PCTC and MCC approve this exchange.
- The fee charged to students by their Home College to offset costs at the Host College will be \$400 each. These fees will be remitted to the Host College before the exchange begins. These fees are intended to cover costs associated with transportation, entrance fees, meals, and other costs associated with field trips and other transportation as necessary.
- This agreement is subject to all policies and procedures contained in the MCC/PCTC Exchange and Cooperative agreements.

 2/4/16

Signed \_\_\_\_\_ Date

Robert Ferrentino, JD  
President  
Montcalm Community College

 2/8/16

Signed \_\_\_\_\_ Date

Brijender Panwar, Ph.D.  
President  
MS Panwar Community & Technical College