

VISITING STUDENT AGREEMENT

Between

San Francisco State University

and

Kadi Sarva Vishwavidyalaya University

This Agreement is entered into between the Trustees of the California State University on behalf San Francisco State University (“SF State”), and Kadi Sarva Vishwavidyalaya (University), located in Gandhinagar, Gujarat, India (“KSV”). SF State and KSV University are referred to collectively as the Parties and sometimes individually as a Party.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either Party.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. “Semester Students” means students who pay host institution’s tuition and fees.
- b. “Semester@SF State” means students who pay tuition and fees to California State University through Center for Global Engagement (CGE) at College of Professional & Global Education.
- c. “Visiting Students” means non-degree seeking students participating in a program at the Host Institution.
- d. “Home institution” means the Party the student intends to graduate from.
“Host institution” means the Party that has agreed to receive either Study Abroad or Visiting Students from the Home institution

Section 2. Tuition and Fees.

- a. KSV students attending SF State as Visiting Students (ex. Academic Certificate, Semester@SF State, Summer in San Francisco, English Language, or summer/winter school programs) will pay host institution’s fees as established at the beginning of host institution’s academic year.
- b. KSV students will pay tuition owed for the Academic Certificate, Semester@SF State, Summer in SF, English Language, or any other programs offered in the College of Professional & Global Education at SF State

Revised August 16, 2023



Section 3. Funding Resources. Each Party affirms that its Visiting Students will have the necessary personal funding resources to meet fully their financial obligations as students, and shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will facilitate the arrangement of lodging for Students, but all expenses incurred for travel, lodging and other incidental costs associated with the program (e.g. laboratory fees, special activity fees) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Study Abroad and Visiting Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Study Abroad and Visiting Students must adhere to all course load requirements for student visas under federal and state laws. Study Abroad and Visiting Students to SF State are required to maintain good academic standing (defined as minimum Grade Point Average of 2.0 for undergraduate or 3.0 for graduate), and to register in and maintain full-time enrollment (12 units for undergraduate or 9 units for graduate) each term. Failure to comply may lead to the termination of a student's eligibility to the Study Abroad and Visiting Students program and the stay in the USA. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The Parties shall consult and establish the number of students to be nominated as full-time, non-degree students under the provisions of this Agreement by April 1 of each year.

Section 7. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions. All of Other Party's participating students must have the appropriate level of TOEFL (or alternative IELTS, DAAD or MELAB) and other test scores required by SF State. English proficiency information can be found at <https://cpage.sfsu.edu/global/english-proficiency>. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL



education prior to formal admission to the program. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or equivalent requirements, at SF State's discretion. SF State agrees to accept a certificate from KSV University that its nominated student possess the requisite English language abilities required by SF State.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current [semester or quarter] in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

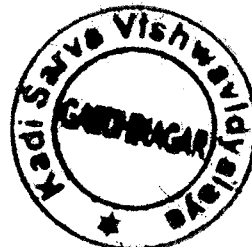
Section 1. KSV shall defend, indemnify and hold harmless SF State and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of KSV, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: SF State shall defend, indemnify and hold harmless KSV and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of SF State, its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. SF State represents and warrants that it is the State of California, that it has the legal capacity to enter into this Agreement.

Section 2. KSV represents and warrants that it (1) is an educational entity in good standing in the country of Germany and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.



ARTICLE VI: MISCELLANEOUS

- Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the study abroad-visiting student program. The Parties are independent contractors and no legal relationship is intended by this Agreement.
- Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations here under.
- Section 3. No Incentive Benefits. KSV certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SFSU, for the purpose of obtaining, or in connection with, this or any other agreement.
- Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.
- Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
- Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.
- Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
- Section 8. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations here under due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University,



failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.

In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Students.

Section 9. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Students.

Section 10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, and all actions or proceedings shall be tried and litigated exclusively in the state courts located in San Francisco County. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non convenienc or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the San Francisco County shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive



as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 11. Privacy. SF State and KSV shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. SF State is, and KSV may be subject to various privacy, freedom of information and public records laws, and SF State and KSV agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

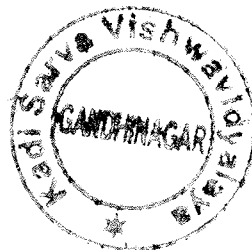
Section 12. Insurance. Under laws of India, KSV confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. KSV also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

KSV agrees to maintain in full force during the term of this agreement all other statutory insurance coverages required to be in compliance with all local country laws. Upon written request from SF State, KSV agrees to provide evidence of requested compulsory insurance coverage to the University. Each required insurance policy shall state that coverage shall not be canceled by KSV, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SF State.

Section 13. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To KSV:

Dr. Jinal Joshi,
Director - Department of International
Relations
Kadi Sarva Vishwavidyalaya (University)
Gandhinagar,
Gujarat, India
E-Mail: director@dirsvkm.com



To SF State:

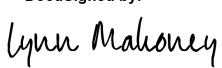
Dr. Shih-Hsung(Alex) Hwu, Ph.D
Dean, College of Professional & Global
Education
1600 Holloway Avenue
San Francisco, CA 94132
Phone: (319) 471-5428
e-mail:alexhwu@sfsu.edu

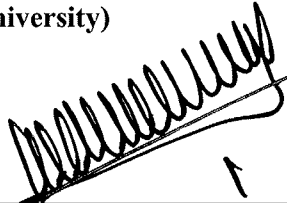
ARTICLE VII: CONCLUSION

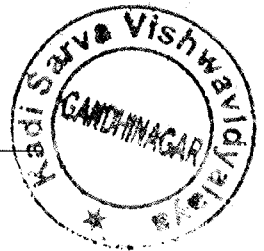
INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

San Francisco State University

**Kadi Sarva Vishwavidyalaya
(University)**

DocuSigned by:

2FCB50CB2557463...
Lynn Mahoney, Ph.D.
President


Mr. Vallabhchai M Patel
President



Date: 01/31/2024 | 9:19 AM PST

Date: 19/01/24

**Chairman
Sarva Vidyalaya Kelavani Mandal
Kadi (N.G.)**