

**COOPERATIVE ACADEMIC AGREEMENT  
BETWEEN  
SDH INSTITUTE  
AND  
THE ARIZONA BOARD OF REGENTS  
ON BEHALF OF  
NORTHERN ARIZONA UNIVERSITY**

In view of a common commitment to global education, to continue to promote understanding and goodwill, to strengthen cultural ties, and to broaden the experience and horizons of faculty and students, SDH INSTITUTE PTE LTD. ("SDH") and the ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY ("NAU"), United States of America, each an "Institution", collectively the "Institutions", agree to enter into this Cooperative Academic Agreement ("Agreement") for the purpose of memorializing their collaborative relationship in providing improved intercultural understanding and enhanced educational opportunities for their students and faculty. The Institutions desire to develop these opportunities through the program of academic cooperation described herein (the "Program"). The Institutions therefore acknowledge and agree as follows:

**1. Definitions.**

In this Agreement, unless otherwise specified,

"Home Institution" shall mean the institution at which a student is originally enrolled and from which the student intends to graduate, or the institution at which a faculty member is originally employed with teaching responsibilities;

"Host Institution" shall mean the institution at which a student is temporarily enrolled as a visiting exchange student, or the institution at which a faculty member is temporarily teaching as an exchange faculty;

"Program" shall mean any program of study hereunder or the program of academic cooperation described herein;

"Program Student" shall mean an SDH student at NAU; and

"Visiting Faculty" shall mean an SDH faculty member at NAU or an NAU faculty member at SDH.

**2. Principles Governing Degree Programs**

**a) Transfer Pathway Program**

SDH Advanced Diploma seeking students will complete the first two years of coursework at SDH and then enroll at NAU for the last two years or until the requirements for the Program have been completed.

After successful completion of all NAU academic requirements for the transfer pathway program by a Program Student, NAU will award a bachelor's degree in the field of study.

**b) Undergraduate Study Abroad**

SDH undergraduate students may enroll at NAU for one semester or for one academic year. SDH recognizes and accepts the credits students earn at NAU.

**c) General Program Requirements**

Qualified students shall normally be accepted by NAU based on the endorsement of SDH, but NAU reserves the right to decline to accept candidates for the Program at its discretion.

Program Students must be registered as full-time undergraduate or graduate students of SDH and be in good academic standing. In addition, they must show the aptitude, motivation, and maturity to thrive in the environment at NAU. All Program Students must provide proof that they have sufficient funds to pay for all fees and expenses, including living expenses, for the duration of the Program at NAU, and shall be solely responsible for all such expenses. All Program Students shall be individually responsible for complying with all of their respective immigration, customs and any other legal requirements of the United States of America.

**3. Eligibility, Admission and Enrollment.**

- a) SDH students are eligible to enroll in any NAU program to which transfer students are admitted.
- b) SDH will review applications to ensure that students recommended to NAU meet the requirements of the NAU Office of International Admissions in terms of GPA, TOEFL and/or IELTS scores, and have sufficient academic preparation for the programs of interest.
- c) NAU will consider the applications of all students enrolled at and nominated by SDH for participation in any programs covered by this Agreement.
- d) SDH will timely submit dossiers containing all of the documents required for admission to NAU to the designated staff person at the NAU Center for International Education (CIE).
- e) Applications must be submitted prior to the published deadlines. These deadlines are generally April 30<sup>th</sup> for fall applications and November 30<sup>th</sup> for spring applications. SDH is responsible for determining application deadlines.
- f) NAU reserves the right to make the final admission decision regarding all applications.
- g) NAU will offer an orientation program to all newly admitted SDH students at the start of each semester and will provide assistance with the registration process to SDH students.

**4. Academic Credit and Advising Issues.**

- a) SDH students will receive appropriate academic advising by NAU staff and faculty prior to the start of the Program.
- b) NAU considers enrollment in 12 credits at the undergraduate level and 9 credit hours at the graduate level to constitute a full course of study in a given semester consistent with the immigration requirements of the United States Government.

- c) No representations are given to SDH students regarding the time in which the requirements of the Program will be completed.
- d) The academic transcript reflecting each Program Student's performance can be sent to SDH at the conclusion of each Program Student's period of study.

#### **5. Academic and Disciplinary Regulations.**

- a) SDH students will be expected to remain in good academic and disciplinary standing in accordance with the rules that apply to regularly enrolled students at NAU. NAU reserves the right to dismiss Program Students from the Program and NAU upon failure to remain in good academic and disciplinary standing.
- b) NAU agrees to make SDH students aware of its academic and disciplinary policies and procedures during orientation and in various written material provided to Program Students.

#### **6. Faculty Exchange.**

- a) Both SDH and NAU commit to support the exchange of faculty between Institutions.

All faculty exchanges must be approved in writing by the appropriate host department as well as the dean of the college of the Host Institution.

- b) Visiting Faculty members shall be compensated entirely by their respective Home Institution. The Host Institution bears no responsibility for providing salary, benefits, travel expenses, living costs, or any other funds to Visiting Faculty members for any purpose.
- c) It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty. The Host Institution will accord the usual faculty privileges, such as access to its facilities, to Visiting Faculty.

Should any faculty collaboration involving a Visiting Faculty result in the development of intellectual property, the Institutions shall promptly meet through designated intellectual property representatives and seek an equitable and fair understanding as to ownership and other issues relating thereto. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Institutions.

- d) Neither Institution will use the trademarks, tradename, logos, trade dress, or other commercial property of the other Institution without express written approval from a duly authorized person with the authority to provide such approval on behalf of the Institution.

#### **7. Promotional Materials.**

On an annual basis, NAU will provide SDH with current catalogs, informational brochures, and other appropriate materials to help promote the Program and advise prospective students. These materials may be supplied electronically.



## **8. Tuition and Fees.**

NAU will bill SDH students for the tuition, housing costs and all other fees related to and incurred in a given semester during such student's enrollment in the Program. SDH students are responsible for all other costs associated with the Program and their stay at NAU.

## **9. Course Selection.**

Program Students will choose their courses from NAU's regular catalog offerings. NAU reserves the right to restrict particular course areas, and upon written request by SDH, NAU shall communicate to SDH the areas of restriction.

## **10. Privileges and Activities.**

As permitted by applicable laws, policies and agreements, Program Students and Visiting Faculty will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students and faculty of the Host Institution on the same basis and at the same additional cost, if any.

## **11. Housing.**

NAU agrees to make reasonable efforts to locate and provide suitable on-campus accommodation for SDH students, provided the appropriate housing forms are completed and returned to NAU by the deadline dates. Such deadline dates shall be communicated to SDH when available.

## **12. Responsibilities of Program Students and Visiting Faculty.**

Program Students and Visiting Faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the Host Institution. The Host Institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

## **13. Responsibilities of the Institutions.**

### **a) Pre-Departure Information and Immigration.**

The Host Institution will provide the documents and forms that Program Students and Visiting Faculty need for US Visa applications. The Host Institution will also provide information about immigration requirements and procedures. However, the Host Institution shall not be responsible for providing any legal advice or representation to the Program Students and Visiting Faculty that is not otherwise normally provided to its own students and faculty.

### **b) Orientation and Registration.**

NAU will provide orientation to Program Students, which will include health, safety, and cultural adjustment information. NAU will also provide information about and assistance with course registration, which may be presented before or during orientation.

**c) Role of International Coordinators.**

NAU will appoint an International Coordinator (“IC”) responsible for dealing with matters related to the Program. During the Program Students’ stay at NAU and before their arrival, the IC will assist Program Students and will be available to answer questions regarding immigration and other Program matters.

NAU may, in its sole discretion, assist Program Students in emergency situations, including but not limited to family emergency, natural disaster, mental health crises, or serious injury or illness. In some cases, this may consist of directing Program Students to existing NAU resources.

**d) Student Integration.**

NAU will integrate Program Students into regular undergraduate courses and provide a range of programming options through student organizations and activities.

**14. Health Insurance.**

- a) NAU policy requires that all international students, including Program Students, purchase NAU Student Health Insurance. All SDH students enrolled at NAU are required to purchase and show proof of health and accident insurance (excluding dental) through NAU’s student health insurance for the duration of the Program and will be eligible to use the campus Student Health Center.
- b) Visiting Faculty must submit proof of medical insurance coverage as required by U.S. Federal law. It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty.

**15. Interpretation.**

This Agreement represents the entire agreement and understanding of the Institutions and supersedes any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by a written addendum signed by NAU and SDH. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included herein.

**16. Non-Discrimination.**

The Institutions agree to comply with all applicable United States laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act. Neither Institution will discriminate on the basis of race, sex, age, national origin, color, religion, sexual orientation, veterans/national guard/reserves status, disability or any other prohibited characteristic.

**17. Non-Appropriation.**

The Institutions recognize that performance of this Agreement by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the “Legislature”). Should the Legislature fail to appropriate the necessary funds, then by written notice to SDH, NAU may cancel this Agreement pursuant to Section 23 herein without further duty or obligation. SDH recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

## **18. Commitment of Funds.**

No monies or monetary consideration will be exchanged between the Institutions in relation to the Program, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from student participation in the Program.

## **19. Laws of Singapore and Arizona.**

- a) Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular sections 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply to this Agreement. Copies of these statutes are available from the CIE upon written request. In the same manner, SDH is subject to the laws of Singapore.
- b) In the event either Institution's home country's laws change with respect to the terms and conditions of this Agreement, either Institution shall have the right to terminate this Agreement pursuant to Section 23 of this Agreement, or upon mutual consent, this Agreement may be amended in writing to maintain compliance with the prevailing laws of both Institutions' home countries.

## **20. Relationship of the Parties.**

Each Institution is an independent contractor and is independent of the other. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Institutions, except for those obligations expressly and specifically set forth herein. Neither Institution shall have any right, power, or authority under this Agreement to act as a legal representative of the other, and neither Institution shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each Institution acknowledges that the relationship of the Institutions hereunder is non-exclusive.

## **21. Disputes.**

The Institutions shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. Failing amicable settlement of any Dispute through reasonable efforts by both Institutions, this Agreement may be terminated immediately pursuant to Section 23 herein.

## **22. Duration.**

Unless terminated earlier pursuant to mutual agreement or pursuant to the provisions of this Agreement, this Agreement will remain in force for three (3) years from the date it is signed by the authorized representatives of each Institution (the "Term"). This Agreement may be renewed for additional terms upon the mutual written approval of NAU and SDH. If the Term of this Agreement expires in the course of a semester during which a Program Student is participating, it shall remain in force until the end of that student's Program.

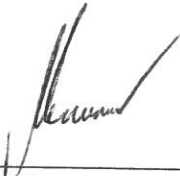


IN WITNESS WHEREOF, the Institutions to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**The Arizona Board of Regents  
for and on behalf of  
Northern Arizona University**

**SDH Institute**

By:   
Daniel Palm  
Associate Vice President  
for Global Initiatives

By:   
Murali Nai  
Dean

Date: 3.5.2019

Date: 3 May 2019

### **23. Termination.**

- a) This Agreement is subject to revision by mutual consent in writing. It shall be considered a continuing Agreement with the understanding that it may be terminated by mutual consent at any time. Either Institution may terminate this Agreement at the completion of an academic year by giving the other Institution at least ninety (90) days written notice of such intent. Termination or changes made to this Agreement will only pertain to future cooperation and will in no way affect current Program Students or Visiting Faculty involved in the Program at the time of termination or amendment.
- b) No new Program Students shall be added after written notice to terminate has been received by the Institutions, but all Program Students who were approved prior to the receipt of termination notice will be allowed to complete the Program.
- c) The Institutions agree that termination will be implemented in such a way as to avoid negatively affecting continuing and recently initiated Programs under this Agreement.

### **24. Notices.**

Any notice, request, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given if hand-delivered or if sent by an international package courier service, postage prepaid, to the applicable address as either institution may designate by notice to the other institution as provided in this Section.

If to NAU:

Center for International Education  
Attention: Jay Lewis  
Northern Arizona University  
Box 5598  
Flagstaff, Arizona 86011, USA  
Tel: +1-928-523-2409

If to SDH:

Attention: Murali Nair, Dean  
Name of Institution: SDH Institute  
51 Anson Road, #13-51 Anson Center  
Singapore 079904  
  
Tel: +65-6506-1288

### **25. No Third-Party Beneficiaries**

SDH and NAU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties or institutions unless such third parties or institutions are individually identified by name herein and expressly described as intended beneficiaries of the terms and conditions of this Agreement.



**AGREEMENT BETWEEN CIE AND PRESIDENT CHENG  
CONCERNING THE SIGNING OF INTERNATIONAL MOUs**

The following is a template to be used from hereon in the executing of all international agreements developed by and for Northern Arizona University. President Cheng will sign all MOUs between NAU and its international partners. In the event of a formal signing either on campus or abroad for which President Cheng is unavailable, this signed document indicates President Cheng's approval of the MOU and her authorization for others to sign the Memorandum of Understanding on her behalf. This "remote signing" may only be done once the MOU itself has been approved and authorized.

The Memorandum of Understanding/Agreement between NAU and SDH Institute, Singapore  
University/Agent Company has been reviewed and approved by:

Rita Cheng  
Dr. Rita Hartung Cheng, President

March 7, 2019  
Date

