



AGREEMENT  
BETWEEN

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY ANANTAPUR  
ANANTHAPURAMU, ANDHRA PRADESH, REPUBLIC OF INDIA

AND

FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FLORIDA,  
UNITED STATES OF AMERICA

This Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_ 2014, (the "Effective Date," which shall be the date this Agreement is fully executed), by and between the **Jawaharlal Nehru Technological University Anantapur** (hereinafter referred to as "JNTUA"), whose business address is Sir M.V. Road, Ananthapuramu - 515 002, Andhra Pradesh, Republic of India, and **The Florida International University Board of Trustees ("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 JNTUA (hereafter known as the "Parties"), the Parties hereby agree as follows:

**I. Program Offered and Degree Conferred**

**A. Program Offered**

This Agreement describes the terms under which FIU and JNTUA can offer JNTUA's graduates an opportunity to conduct their graduate studies at FIU and, upon fulfilling all requirements, obtain an FIU degree. The basic purpose of this Agreement is to allow eligible students, upon graduation from JNTUA, to apply to, and upon admission by FIU, to participate in the following options (the options described below will individually be referred to as "MS Program" and collectively as "MS Programs"):

- (1) After completion of his/her undergraduate studies at JNTUA and obtaining the **Bachelor of Technology ("B.Tech.")** degree in the disciplines denoted in the following table, the graduate of JNTUA could apply for admission to the **Master of Science ("MS")** degree program in the corresponding areas at CEC at FIU, as indicated in the table presented below. Upon meeting all FIU graduate admissions requirements, the qualified prospective students may be admitted into the appropriate MS Program at FIU. Upon the satisfactory completion of the required 30-33 credits (depending on the degree) and all other standard academic requirements, students would receive MS degrees from FIU.

<b>B.Tech. Programs at JNTUA</b>	<b>MS Programs at FIU</b>
Civil Engineering	Civil Engineering, Engineering Management, Environmental Engineering, and Construction Management
Electrical and Electronics Engineering	Electrical Engineering and Engineering Management
Mechanical Engineering, Mechanical (Mechatronics) Engineering and Aeronautical Engineering	Mechanical Engineering, Engineering Management, and Materials Science and Engineering
Electronics and Communication Engineering, Electronics and Instrumentation Engineering, Electronics and Control Engineering, and Electronics and Computer Engineering	Telecommunications and Networking, Engineering Management, Computer Science Information Technology, and Computer Engineering
Computer Science and Engineering, Information Technology, and Computer Science and Systems Engineering	Computer Science, Information Technology, and Computer Engineering
Chemical Engineering and Bio-Technology	Environmental Engineering and Engineering Management

(2) The current list of courses of the MS Programs can be found in the CEC website.

#### **B. Degree Conferred**

(1) Upon the successful conclusion of his/her studies the student would receive an MS from CEC at FIU. In addition, students obtaining an FIU MS degree would have the option to apply for a 12-month **Optional Practical Training ("OPT")** with the **United States Citizenship and Immigration Services ("USCIS")**, as long as he/she has been enrolled full time for a minimum of an academic year in F-1 status and meets the minimum eligibility requirements as described in **Appendix A**, attached hereto and incorporated herein by reference.

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

### **II. MS Degree Programs for Graduates of JNTUA**

#### **A. Description of the Programs**

(1) MS Programs consists of 30 graduate credits of coursework (10 courses of three [3] credit hours each). The MS in Construction Management, however, consists of 33 graduate credits of coursework (11 courses of three [3] credit hours each).

#### **B. Applicants**

(1) CEC will accept nominations of JNTUA graduates for participation in this Agreement. In addition, FIU will also accept applicants who have completed the B.Tech. in the previous two (2) years (currently 2012-14) to apply for admission to FIU. These recent graduates would thus be eligible to take advantage of the opportunity to participate in the MS Programs.

- (2) Admission to FIU into the MS Programs via this 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 FIU degree requirements in order to earn an MS degree. FIU graduation requirements apply to all students equally, including those from JNTUA, and are subject to revision as and when needed, in order to comply with curricular changes at FIU and/or to meet accreditation and State of Florida requirements.

**C. Conditions for Admission**

- (1) The current admission requirements for the MS Programs are the following (*these are subject to modification*):
- a. 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."
  - b. 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.
  - c. Submission of official transcripts of all previously attended universities (undergraduate and graduate) in a sealed university envelope.
  - d. Submission of official proof of any degrees obtained; a notarized copy of the original diploma is required.
  - e. Submission of two letters of recommendation.
  - f. *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.*
  - g. The requirement of GRE depends on each individual program.

<b>MS Program at FIU</b>	<b>Requirement of GRE</b>
MS in Computer Science	<b>Q ≥ 148</b>
MS in Information Technology	NO
MS in Telecommunications and Networking	NO
MS in Civil Engineering	NO
MS in Construction Management	NO
MS in Environmental Engineering	NO
MS in Engineering Management	NO
MS in Electrical Engineering	NO
MS in Computer Engineering	NO
MS in Mechanical Engineering	NO
MS in Materials Science and Engineering	<b>Q ≥ 151 and V ≥ 143</b>



- h. Fulfillment of any other standard FIU Graduate Admissions' requirement.
- (2) All international documents in a language other than English must be translated into English by an official translation agency before submission to FIU.
- (3) Degree Requirements
- a. With the exception of the MS in Construction Management which requires the completion of 33 credits, participants pursuing the other MS Programs at FIU are required to earn a minimum of 30 credits, and as indicated in the FIU graduate catalog, at the time of admission. The **Graduate Program Director** ("GPD") of each MS Program must approve his/her choice of courses in writing.
  - b. Entry into the MS 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.
  - c. In order to maintain legal F-1 visa status, JNTUA students participating in the MS Programs at FIU shall register for a minimum of nine (9) credit hours during the fall and spring semesters. JNTUA students do not need to register in the summer semester to maintain legal status, unless they commence their studies at FIU 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.*

#### **D. Graduation Requirements**

- (1) The FIU graduation requirements are also detailed in the FIU graduate catalog and include, but are not limited to (*subject to modification*):
- a. Completion of a *minimum* of 30 or 33 graduate credits depending on the MS Programs; and,
  - b. Attainment of a cumulative GPA of 3.0.
- (2) 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.

#### **III. Fees and Related Expenses**

- A. A student participating in the MS Program pursuant to this Agreement will be charged five hundred and ninety US dollars (US \$590.00) per credit hour for the courses in the MS Program. In addition to the tuition, JNTUA students shall be responsible for paying any and all other applicable FIU fees. Changes in tuition and fees are approved at the annual summer meeting of The Florida International University Board of Trustees. *Thus, FIU will communicate, in writing, any changes in tuition and fees on a yearly basis.*
- B. JNTUA students participating in a MS Program 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 other similar expenses. Students are required to pay any and all applicable on-campus fee, including but not limited to, the annual photo identification fee, athletic fee (per term), health fee (per term), and the transportation access fee (per term), as appropriate. 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 to study in the USA.

#### **IV. Other Program Characteristics and Conditions**

##### **A. Internships and Career Services**

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

##### **B. Use of Logos and Brands**

- (1) Except as otherwise authorized in writing by FIU, JNTUA 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 programs under this Agreement that include reference to FIU and 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 of this Agreement. The Parties agree that upon FIU's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by the facts, regardless of the language used, shall be retracted and/or withdrawn. This Agreement confers no rights upon JNTUA to use the logos, marks and likeness of FIU or CEC in any advertising except in a manner consistent with the provisions of this paragraph.
- (2) Similarly, except as otherwise authorized in writing by JNTUA, FIU shall do business in its own name and shall not trade upon the name or credit of JNTUA. All brochures, advertisements, website materials, or other solicitations for the programs under this Agreement that include reference to JNTUA, regardless of medium and language, shall be subject to JNTUA's prior written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature of this Agreement. The Parties agree that upon JNTUA's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by the facts, regardless of the language used, shall be retracted and/or withdrawn. This Agreement confers no rights upon FIU to use the logos, marks and likeness of JNTUA in any advertising except in a manner consistent with the provisions of this paragraph.
- (3) Neither FIU nor JNTUA 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.

### C. Miscellaneous Provisions

- (1) This Agreement shall be interpreted according to the laws of the State of Florida, without regard to conflicts of law principles and 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 JNTUA.
- (2) The term of this Agreement shall be for five (5) years commencing on the Effective Date. The Parties will review the Agreement in two-and-a-half (2½) years after the Effective Date 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 institution.
- (3) 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 and JNTUA would have at least one (1) month to coordinate the resumption of activities per this Agreement.
- (4) FIU and JNTUA will be responsible for obtaining all necessary central, provincial and/or local Republic of India governmental approvals required to implement this Agreement from their respective counties.
- (5) 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 JNTUA:**

Professor Konireddy Hemachandra Reddy  
Registrar  
Jawaharlal Nehru Technological University Anantapur  
Ananthapuramu - 515 002  
Andhra Pradesh, Republic of India



**If to FIU:** Amir Mirmiran, Ph.D., P.E.  
Dean, College of Engineering and Computing  
Florida International University  
10555 W. Flagler Street, EC 2477  
Miami, FL 33174 USA

- (6) Each Party designates the following individuals as the program coordinators:

**FIU:**

Name: Gloria F. Acosta  
Address: 10555 West Flagler Street, EC2427, Miami, FL 33186, USA  
Telephone/Fax #: +1 305-348-3827 / Fax #: +1 305-348-1934  
E-mail: [acostag@fiu.edu](mailto:acostag@fiu.edu)

**JNTUA:**

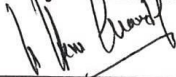
Name: Professor Mallapu Vijaya Kumar  
Address: Director Foreign Affairs and Alumni Matters  
Telephone #: +91 8008802558  
E-mail: [dfaam@jntua.ac.in](mailto:dfaam@jntua.ac.in)

Each Party reserves the right to appoint at any time an alternative or substitute coordinator for the program and agrees to immediately notify in writing the other Party in such event and provide the updated information.

- (7) 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. The Public Records Law applies to all aspects of this Agreement.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.

- (12) 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.
- (13) 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.
- (14) The individuals signing this Agreement represent and warrant that they have the requisite authority to bind their respective bodies to this Agreement.

**For Jawaharlal Nehru Technological University Anantapur:**

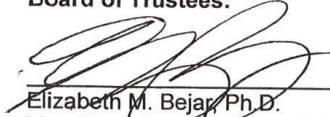


\_\_\_\_\_  
 Professor Konireddy Hemachandra Reddy  
 Registrar

Date: 8<sup>th</sup> Sept. 2014



**For The Florida International University Board of Trustees:**



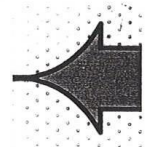
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 Elizabeth M. Bejar, Ph.D.  
 Vice President for Academic Affairs

Date: 8/28/14

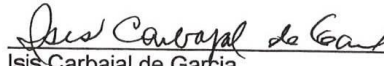


\_\_\_\_\_  
 Amir Mirmiran, Ph.D., P.E.  
 Dean, College of Engineering and Computing

Date: 8/28/14



Approved as to the Form and Legal Sufficiency:



\_\_\_\_\_  
 Isis Carbajal de Garcia  
 Deputy General Counsel

Date: 8/28/14



## 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.*