

## AGREEMENT

The Regents of the University of California on behalf of its Summer Sessions office of the University of California, Berkeley, hereinafter "University" or "Berkeley Summer Sessions" and Indian Institute of Technology Kharagpur hereinafter "Institution" agree to establish an institutional agreement according to the following guidelines.

### Parties to this Agreement

University of California  
Berkeley Summer Sessions  
1995 University Avenue M/C 1080  
Berkeley, CA 94704-7026 USA  
Tel: 1-510-643-3357  
Fax: 1-510-643-2877  
Email: [skye\\_ward@berkeley.edu](mailto:skye_ward@berkeley.edu)  
Url: [summer.berkeley.edu](http://summer.berkeley.edu)  
Contact: Skye Ward, Outreach Manager

Indian Institute of Technology  
Kharagpur  
Pin – 721 302 (West Bengal)  
India  
Contact: Prof. Satya Hari Dey  
Department of Biotechnology  
IIT Kharagpur  
Tel: (03222) 283760  
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Website: [www.iitkgp.ac.in](http://www.iitkgp.ac.in)

### 1. Term

This agreement is valid from **January 1, 2008 to December 31, 2008**, and may be renewed annually if both parties agree. This is not an exclusive agreement, and Berkeley Summer Sessions reserves the right to make similar arrangements with other organizations and/or individuals in the same geographic region.

### 2. Administrative Support

- a) Berkeley Summer Sessions agrees to provide the following support for the period of this agreement:
- b) To pay for printed advertising in the form of brochures, display ads, or other forms agreed on in advance.
- c) Berkeley Summer Sessions agrees to provide Institution with an adequate supply of printed program materials, including copies of the Summer Catalog published in late fall. In addition, course lists, syllabi, book lists, and other material as available will be provided upon request. The costs of printing, shipping, and transmitting program information will be paid by Berkeley Summer Sessions.

d) The Summer Sessions office does not receive or process any housing forms or payments. Such documents should be sent directly to the office of the residence program for which the student is applying.

### **3. Counseling**

Institution agrees to screen all prospective students to insure that they have adequate English language skills to perform college level work, and that they have serious intent to study. Additionally, Institution will provide students with information supplied by Berkeley Summer Sessions on course content, participation requirements, and methods of evaluation; will assist students in selecting an appropriate schedule of classes; will inform students about Berkeley campus housing options; and will advise and assist students in securing the appropriate visa for their visit to the United States. Institution, with the assistance of Berkeley Summer Sessions, will also supply prospective students with practical information on climate, clothing, transportation, banking, health insurance, recreation, and personal safety.

### **4. Registration**

a) Institution agrees to complete, or to have students complete, all information on the Berkeley Summer Sessions on-line registration form. Berkeley Summer Sessions agrees to confirm acceptance of each registration form, indicating the status of class enrollment and visa request, within ten business days of receipt. I-20 visa document requests, processed by the Berkeley International Office must be received by Berkeley Summer Sessions at least 4 weeks prior to the start of the session to insure enough time to produce and mail the I-20 certificate that the student then uses to acquire the appropriate visa. I-20 documents will be sent at Summer Sessions' expense by international courier to Institution.

b) Berkeley Summer Session agrees to issue and deliver the necessary document (I-20 or DS-2019) within 5 weeks from the receipt of the completed application. Berkeley Summer Sessions is not responsible for delays or denials in the processing of visa documents by SEVIS, Immigration Services, U.S. Consulates, or Embassies. We will make every attempt to submit information in a timely manner, and to keep students advised of the progress of their applications.

c) In the event an administrative delay or denial results in the student canceling their summer program, Berkeley Summer Sessions will refund all summer fees that have been paid. In that situation, however, Berkeley Summer Sessions is not responsible for refunds of housing, airfare, or other incidental expenses incurred by the student.

d) Summer Sessions agrees to maintain a tracking database, containing information on course enrollment, payment, I-20 processing and mailing, and any changes to the student's enrollment status, provided such is received before the student leaves the home country. Changes made to enrollment or payment status after the student arrives in Berkeley will not be recorded on the database. Institution will be assigned a

password, which will allow Institution staff access to the information on Institution students.

e) Summer Sessions agrees to keep Institution posted by e-mail on any changes in the schedule (including full courses), fees, and room changes, and to make every effort to resolve any registration or payment matters in a timely fashion.

f) All correspondence between Institution and Berkeley Summer Sessions will be in English. Berkeley Summer Sessions will send all registration documents to Institution for distribution to each student.

g) Enrollment in high demand courses may result in a student being placed on a wait list. Wait lists are automatic functions of the campus registration system, and cannot be manipulated by Summer Session's staff. The average drop rate for most classes is 10 percent, so if a wait list position is within that range (e.g., wait list positions one, two, or three for a class limited to thirty) the student can be reasonably confident that s/he will be accommodated. If the wait list position is higher, or if the student is unwilling to accept anything short of a confirmed enrollment, then s/he should either choose a different course or cancel enrollment. Berkeley Summer Sessions will make every effort to inform Institution of the registration status of all students via the administrative database. For billing purposes, waiting lists are treated as regular enrollments. However, waitlisted courses do not count towards the F-1 visa unit load requirement.

h) Summer Sessions agrees to provide visiting students with one complimentary Official Transcript of Grades. Berkeley Summer Sessions will mail the transcripts to the Institution by September 30, 2008. If there are any errors or omissions on the transcript, the Institution must notify Berkeley Summer Session no later than October 31, 2008. After November 1, 2008 all requests for transcripts will be billed to the Institution at \$10.00 per transcript order.

i) It is the responsibility of registered students to verify the accuracy of their CARS statement and settle any outstanding balances prior to the last day of the summer term in which the student is enrolled. The Institution agrees to notify Berkeley Summer Sessions of any outstanding CARS balances and unresolved registration issues no later than Monday, September 2, 2007.

## **5. Disputes.**

In the event of a dispute, California law will govern this Agreement and the parties agree to non-binding arbitration in Alameda County under the rules of the American Arbitration Association.

## **6. Non-Assignability.**

This Agreement is not assignable to any third party.

## **7. Modification and Termination.**

This Agreement may be amended or modified only by mutual written agreement of the parties.

## **8. University Name, Trademarks and Logos.**

"University Trademarks" means the name "University of California," any abbreviation thereof or other tradename, trademark or logos, which represents the University, its products or services. The University Trademarks are protected by federal trademark and California state laws. Any use, therefore, of the University Trademarks is prohibited, in whole or in part, without the prior written consent of The Regents of the University of California through the University's Office of Marketing and Management of Trademarks.

## **9. Termination**

University may terminate this agreement at any time upon 30 (thirty) days written notice to the institution.

AGREED:

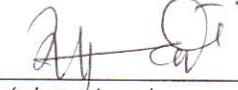
THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

  
(signature)

5-30-08  
(date)

BRIAN DONOHUE,  
BUSINESS CONTRACTS OFFICE

THE DY. REGISTRAR (ACAD) OF THE  
INDIAN INSTITUTE OF TECHNOLOGY  
KHARAGPUR

  
(signature)

4<sup>th</sup> April, 2008  
(date)

N. R. MAITI,  
IIT KHARAGPUR