MEMORANDUM OF AGREEMENT

Between

Virginia Polytechnic Institute and State University

and

Bharatiya Vidyabhaban’s SP Jain Institute of Management and Research (SPJIMR)

This Memorandum of Agreement (Agreement) is entered into this 19th day of August, 2004 by and between Bharatiya Vidyabhaban’s SP Jain Institute of Management and Research, Munshi Nagar, Dadabhai Road, Andheri (W), Mumbai 400 058, India (hereinafter “SPJIMR”) and Virginia Polytechnic Institute and State University, Pamplin College of Business, 460 Turner St., Suite 306, Blacksburg, VA 24060 USA (hereinafter “Virginia Tech”)

The objective of this Memorandum of Agreement (MOA) is to define the commitments and obligations of the parties in their joint effort to offer a Virginia Tech Masters in Information Technology (MIT) Program based in Bombay, India (hereafter “VTMIT Program”).

Virginia Tech is a global university strongly focused in developing and fostering a global reputation in technology innovation. SPJIMR has been consistently ranked among the leading business schools in India. Virginia Tech’s MIT programs are internationally reputed for the infusion of business concepts in information technology. Information Technology (IT) has created a profound influence on our lives in general and management practice in particular. The IT industry in India is now venturing into product development, business process outsourcing, and IT enabled services. Implementing the VTMIT program in India will assist in meeting the strong demand for such a program and will enhance Virginia Tech’s presence in IT education by providing global visibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Virginia Tech and SPJIMR hereby agree to cooperate in instruction and management of the MIT Program as follows:

1. ADMINISTRATOR. Virginia Tech’s Pamplin College of Business Associate Dean for Graduate and International Programs of Virginia Tech, or hirer representative, will be the primary official responsible for the administration of the VTMIT Program.

2. FUNDING. The funding necessary for the instruction and management of the VTMIT Program will be generated through tuition revenue. Tuition revenue from the program will cover the entire VTMIT Program expenses.
3. PROGRAM DESCRIPTION. Virginia Tech agrees to offer a Masters in Information Technology on the SPJIMR campus, the details of which are identified in Attachment A, which is incorporated herein by reference. All student participants shall be enrolled as degree seeking students at Virginia Tech and shall be subject to Virginia Tech rules governing students. Both Virginia Tech and SPJIMR agree to conference at least quarterly during the performance of the program to assess program success.

4. MINIMUM ENROLLMENT. The parties agree that the program initiation is subject to a minimum enrollment of forty-two (42) students as of November 1, 2004. Any enrollment less than this minimum must be agreed to by both parties in writing.

5. PERIOD OF PERFORMANCE. The period of performance of this Agreement shall be from October 15, 2004 through March 15, 2006. This Agreement may be renewed on mutual written agreement of both parties.

6. SPJIMR RESPONSIBILITIES.
   a) Designate a Coordinator for this collaboration who will serve as the primary India contact for implementation and management of the VTIMIT Program.
   b) Provide facilities and equipment that will allow for both on-site and remote instruction.
   c) Develop and implement a marketing plan, in collaboration with Virginia Tech, for the recruitment of VTIMIT Program students.
   d) Provide administrative services for the billing and collection of program tuition.
   e) Provide a list to Virginia Tech of all enrolled students by November 1, 2004.
   f) Collect tuition from each student enrolled in the program.
   g) Remit to Virginia Tech the sums due as student tuition as identified in Attachment B, which is incorporated herein by reference.
   h) Shall retain academic responsibilities for SPJIMR offered courses. SPJIMR faculty will work with Virginia Tech faculty to help administer Virginia Tech courses when VT faculty are not physically present in Mumbai.

7. VIRGINIA TECH RESPONSIBILITIES.
   a) Provide administrative lead of the VTIMIT Program and dedicate VTIMIT and IDDl staff to this collaboration.
b) Make admission decisions.
c) Determine VTMIT Program course curriculum and course schedules.
d) Register students for courses.
e) Establish tuition rate, with mutual agreement of SPJMR.
f) Develop and implement alternative means to in-class instruction.
g) Provide instructors or alternative means for course delivery for Virginia Tech courses.
h) Payment of Virginia Tech instructors.
i) Making travel and lodging arrangements for Virginia Tech instructors.
j) Offer ten (10) courses during the term of this Agreement, which will form the VTMIT program. A sample listing of 10 information technology courses is included in the program description in Attachment A. SPJMR may require other courses that students will complete during the one year program. These courses are independent and are not required for the VTMIT program and degree. For each of the Virginia Tech VTMIT courses, Virginia Tech faculty will travel to Bombay to provide 30 direct contact hours with the students. The remaining portion of the courses (15 hours) will be completed by the Virginia Tech faculty member with assistance from SPJMR faculty and using online tools. On site courses shall be instructed at SPJMR using its existing facilities.
k) Award the degree of Masters of Information Technology to any student who successfully completes all course requirements.

8. STUDENT RESPONSIBILITIES.

a) Students participating in the VTMIT Program shall be responsible for providing textbooks, computers, general purpose software, and basic school supplies.
b) All students will be expected to adhere to academic standards and policies for graduate students at Virginia Tech and meet all eligibility requirements for the VTMIT program.
c) All students will be expected to complete all courses with satisfactory marks as determined by the instructors. If a student does not complete a course with a satisfactory mark, Virginia Tech will determine if the Student can continue in subsequent courses.
d) Each Student will be charged the pre-determined Virginia Tech tuition as detailed in Attachment B. In addition, each student will be separately assessed a Virginia Tech
c) If the Student does not achieve adequate academic performance or violates policies and procedures of Virginia Tech, Student may be dropped from the VTMIT Program by Virginia Tech. Virginia Tech will not refund tuition payments in the case of termination for inadequate academic performance or other violations.

i) If a Student does not perform adequately in a course, Virginia Tech may, at its sole discretion, permit Student to complete the same or a similar VTMIT course in a future year to complete the VTMIT degree requirements. Virginia Tech is under no obligation to allow Student to complete current courses or enroll in future courses. No degree will be awarded Student if the he/she does not complete all academic requirements of the VTMIT Program in accordance with academic policies of Virginia Tech.

9. INDEPENDENT CONTRACTORS. Virginia Tech and SPJMR will each be acting as an independent contractor in the performance of the work contemplated by this Agreement. Neither party assumes any responsibility for the acts, errors, or omissions of the other. Further, neither party shall exercise any control over or have the authority to commit the other party to any acts, except as provided in this agreement.

10. INSURANCE. Neither party will be responsible for the acts of the other party. Each party agrees to provide sufficient insurance coverage to cover the actions of its officers, agents, and employees.

11. NOTICES. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the parties as shown below. Inquiries related to billing and payment under this Agreement shall be addressed to the parties as shown below.

VIRGINIA TECH
Dr. Parviz Ghandforoush
MIT Program Director
7054 Haycock Road
Virginia Tech Northern Virginia Center
Falls Church, VA 22043
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e-mail address: pghandfo@vt.edu
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SPJMR
Prof. Sunil Rai
Chairperson, Centre for Information Management
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Attachment A

Program Description
Strategic Positioning of the VTMIT India Program

Virginia Tech's overall university goal as outlined in the Virginia Tech 2001-2010 Strategic Plan which was accepted by the university's Board of Visitors on August 27, 2001 is, "Virginia Tech will be ranked among the top 30 universities by 2010". To achieve this overarching goal the strategic plan was divided into the four planning domains of research and scholarship, graduate education, undergraduate education, and outreach. Within each domain goals were established to be completed by 2010 supported by objectives to be achieved by 2005-2006. The purpose of the VTMIT India program is clearly associated with several of the strategic plan goals and objectives, most notably:

- Graduate Education Goal 1.5: Facilitate the establishment of new, appropriate interdisciplinary and international graduate degree programs.
- Graduate Education Objective 3.4: Increase graduate distance and distributed learning program offerings by 40%.
- Graduate Education Objective 3.4.3. Collaborate with selected high quality research institutions to deliver joint online degrees.

Since the mid 1990's, the Indian sub-continent has experienced enormous growth in Information Technology (IT), led by a six-fold increase in its software industry and focusing increasingly on an international market. Many global organizations have opened research and development centers in cities like Bangalore, Hyderabad, and Delhi. Meanwhile, several indigenous companies have grown considerably and are competing extremely well in the global marketplace - e.g., Reliance, Wipro, Tata Consultancy Services, and Infosys - with capitalization in the billions of dollars. New private institutions supported by industrialists like the Tatas and the Ambanis (Reliance Industries) have been founded in different parts of the country, as well. In addition, multinational corporations have sponsored educational programs through partnerships with private institutions, e.g., the Illinois Institute of Technology began offering two IT-related MS degree programs in Bangalore in 1997 at the invitation of Motorola.

The VTMIT India Program

Virginia Tech's Master of Information Technology degree has been offered since Spring 2000 through face-to-face classroom style, interactive videoconferencing and completely online instructional methods. The university's online Master of IT degree program is one of the most popular and prestigious distance learning programs offered by Virginia Tech. Students from across the United States and from several other countries are enrolled in the
program.

The S.P. Jain Institute of Management and Research (SPJIMR) (www.spjimr.org) was established in 1981 and is one of India’s most highly respected institutions of its kind with a

70:1 application to acceptance rate in a purely merit-based all India selection process. SPJIMR is ranked 9th by Economic Times among all business schools in India. The institute is located in Bombay and is supported by one of the most prestigious trusts in India, Bharatiya Vidya Bhavan.

The Master of IT degree program in India will be delivered to the all India cohort at the SPJIMR site through a blended approach of face-to-face instruction by Virginia Tech faculty, and through online Internet-based teaching and learning methodologies supported by fully credentialed SPJIMR faculty. Full-time Virginia Tech faculty who currently teach in the university’s Master of Information Technology degree program will serve as the master faculty teaching these courses. The Virginia Tech faculty will collaborate with SPJIMR faculty, electronically to implement the courses. For each course in the program, Virginia Tech faculty will travel to Mumbai, India and engage in teaching and learning activities with students face-to-face for over a six day time period. During this time they will be assisted by credentialed SPJIMR faculty who will work with Virginia Tech faculty to administer the courses.

The remainder of the course instruction will be conducted in a blended asynchronous instruction using some recorded lectures by Virginia Tech faculty (online) and some face-to-face classroom style teaching by SPJIMR faculty (classroom) collaboration. SPJIMR faculty will work with Virginia Tech faculty in implementing exams and assignments designed by Virginia Tech faculty in their absence. Each course is expected to be covered over the duration of a semester. Final grades will be determined by Virginia Tech faculty based on student achievement of learning objectives and the learning outcomes attained.

The courses offered will be selected from the VTMT program course offerings. The following is an example of the 10 courses that is being planned for the cohort. All 10 courses are regularly taught in the VTMT program.

1. Object-oriented Programming and Java
2. Software Engineering
3. Fundamentals of Computer Systems
4. Strategic Leadership in Technology Based Organizations
5. DSS Design and Implementation
6. Software Design and Quality
7. Internet Software
8. Information Systems Design and Database Concepts
9. Advanced Database Management Systems
10. Web Applications & Electronic Commerce
ATTACHMENT B

1. Total tuition to be paid per student to SPJMR shall be $10,434 US Dollars.

2. Tuition shall be collected for each student enrolled as of November 1, 2004. Of the total tuition collected, the equivalent of $2,934 US Dollars per student shall be retained by SPJMR to support administrative and facilities expenses of the program. The remainder, $7,500 US Dollars per student, shall be remitted to Virginia Tech according to the following payment schedule:
   a. 50% due November 1, 2004
   b. 50% due March 1, 2005

3. All checks or money orders paid to Virginia Tech shall be made payable to the Treasurer, Virginia Polytechnic Institute and State University shall be remitted to the below address:
   Virginia Polytechnic Institute and State University
   Office of Sponsored Programs
   Attn: MIT-India Program
   460 Turner St, Suite 206
   Blacksburg, VA 24060

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