



**Student Exchange Agreement**  
**Between Marshall University, U.S.A.**

**And**

**Nitte College of Pharmaceutical Sciences, INDIA**

This Student Exchange Agreement is made by and between Marshall University's School of Pharmacy, Huntington, WV (hereafter referred to as MUSOP) and Nitte College of Pharmaceutical Sciences, A constituent college of Nitte (Deemed to be University) Bangalore, India (hereafter referred to as NCOPS), each a "Party" and collectively the "Parties". This Exchange Agreement sets out the framework for a reciprocal student exchange program between MUSOP and NCOPS for a period of three (3) years. This Exchange Agreement is part of the broader Institutional Collaboration Agreement signed between MU and NCOPS.

**SPECIFIC PROVISIONS**

1. **Scope.** This agreement shall apply to all pharmacy student exchanges between MUSOP and NCOPS, including B. Pharm, M. Pharm, and Pharm D students.
2. **Definitions.** In this Agreement, unless indicated otherwise, the following terms have the following meanings:
  - "Host Institution" means the institution accepting the exchange students.
  - "Home Institution" means the institution providing the exchange students, where the students are enrolled as degree-seeking students.
  - "Institution" means either MUSOP or NCOPS as the context indicates.
3. **Agreement to Exchange.** Each party agrees to provide students for exchange, and accept students of the other party for exchange, in accordance with the terms and conditions of this Agreement.
4. **Period of Exchange.** The exchange period for this Agreement will be ten (10) to fourteen (14) days:
  - a. For MUSOP students at NCOPS: May–August (unless other times are mutually agreed upon).
  - b. For NCOPS students at MUSOP: June–July (unless other times are mutually agreed upon).
5. **Number and Frequency of Exchanges.** The program of exchanges is founded on a reciprocal basis with the intention of achieving an equal number of exchanges over a three-year period:
  - a. a maximum of five (5) students will be counted per academic year, unless otherwise specified by mutual agreement.
6. **Educational Activities.** Each party agrees to provide educational activities for students in which they are engaged in free observerships at affiliated hospital(s), involved in other educational activities designed by the Department of Pharmacy Practice(MUSOP) and all Departments (NCOPS), and integrated into ongoing educational programs.
7. **Nomination of Students.** Students to be exchanged will be screened and nominated by their Home Institution and shall, to the reasonable satisfaction of both parties:

- a. be of good academic standing;
  - b. have completed at least one year of full-time study at their Home Institution; and
  - c. have adequate language proficiency to conduct the intended studies at the Host Institution.
8. **Student Conduct and Termination.** As enrolled students at the Host Institution, exchange students are subject to the same rules, regulations, and policies as all students. Institutions may terminate any student's exchange if respective coordinator determines the student is not making satisfactory progress, is not fulfilling the requirements of the exchange, or has violated the Host Institution's Code of Conduct.
9. **Orientation, Advising, and Student Support Services.** The Host Institution agrees to provide information to the Home Institution to enable the Home Institution to advise students about academic and cultural expectations at the Host Institution. The Host Institution agrees to provide necessary documentation / information for the correct permit / visa to enter the Host Country. The Home Institution agrees to provide exchange students with an orientation prior to departure, including information regarding academic and cultural expectations at the Host Institution. Upon arrival, the Host Institution will provide an orientation and advising services to the incoming exchange students. Exchange students will be accorded the normal privileges provided to other students at the Host Institution.
10. **Insurance, Housing, and Accommodation.** Exchange students are required to maintain sufficient health and repatriation insurance coverage. The Home Institution will provide the students with information regarding health insurance requirements, cost, and enrollment processes. The Host Institution will provide free / subsidized housing in campus housing, subject to availability. The student is responsible for costs related to travel, health insurance, medical care, books and supplies, and living expenses.
11. **Tuition, Fees, and Other Financial Arrangements.** Students will pay tuition and enrollment fees to their Home Institution. Nominated students are not required to pay an application fee. Exchange students may be required to pay any course-specific costs (e.g., lab fees). Exchange students will pay on-campus housing costs to the Host Institution. Exchange students are responsible for costs related to travel, insurance and medical costs, housing and accommodations, books and supplies, and living expenses.

## Outcomes

1. **Mutual Learning and Cultural Exchange.** It is anticipated that this program will enable students from both institutions to learn about the contemporary practice of pharmacy, share academic and research expertise, collaborate on research projects and experience the cultural environments of India and the United States.

## Assumptions

1. **Funding and Approvals.** All activities outlined herein are subject to the availability of funds and to the approval of each institution's authorized representatives. This Agreement does not imply or commit any financial obligation for either Party beyond what is stated herein.
2. **Monitoring and Quality Enhancement.** MU and NCOPS will monitor student exchanges to ensure participants benefit from the experience, and will make any necessary modifications to improve program quality.
3. **Health Insurance.** All participating individuals are responsible for arranging international health and repatriation insurance through their home institution or independently.
4. **Application Screening.** Each institution will screen and nominate its own applicants for participation; the Host institution reserves the right to make final decisions on acceptance of visiting participants.
5. **Incidental Fees.** Any incidental fees beyond the scope of this Agreement (e.g., supplies, certain administrative fees) shall be the responsibility of the visiting participant. Such fees shall be no greater than those normally charged to the host institution's own students.
6. **Annual Review for Parity.** The Parties will review the program annually for any imbalances in exchange numbers and will adjust participant quotas as needed over the duration of this Agreement.

## General Provisions

1. **Term.** This Agreement commences on the date both Parties have signed and expires three (3) years thereafter. The Parties agree to review this Agreement and the programs annually and the Agreement can be renewed or altered at any time by the procedures set forth under "Amendment" below.
2. **Termination.** Either Party may terminate this Agreement with three (3) months advance notice in writing. Notices are effective upon receipt by each Party's responsible representative, named below, or when otherwise reasonably effectuated.
3. **Communications.** Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

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[rivasz@marshall.edu](mailto:rivasz@marshall.edu) / +1-304-696-3208

Nitte College of Pharmaceutical Sciences: Dr. Kusum Devi, Principal  
A constituent college of Nitte Govindapura, Golahalli, Yelahanka, Bangalore – 560064  
(Deemed to be University) Karnataka, India / E-mail: [principal.ncops@nitte.edu.in](mailto:principal.ncops@nitte.edu.in)

4. **Export Control Laws and Regulations.** The Parties agree to comply with all applicable U.S. and India export and import laws and regulations in the conduct of the activities described in this Agreement. Each Party also agrees to obtain export licenses (or other export authorization) as may be required prior to exporting any item or technology that is "controlled" such as: trademarked, licensed, proprietary, or patented. For agreements that solely involve academic exchange of students, faculty, and researchers, these laws also apply to "controlled" items which may be hand-carried, shipped, store, and or sent via electronic or physical means, including unpublished technical data.
5. **Notices.** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) two-three (2-3 business days after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be to the respective addresses or facsimile numbers of the parties as set forth in the Agreement, or at such other address or facsimile number as such parties shall have furnished in writing.
6. **Amendment.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Parties and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. Any amendments or renewals to this Agreement shall not be valid unless made in writing and signed by both Parties.

7. **Force Majeure.** Neither Party shall be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other cause beyond the reasonable control of such Party.
8. **Agency.** The Parties agree that, during the term of this Agreement, the Parties are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.
9. **Language.** If NCOPS chooses to translate this agreement into another language, NCOPS warrants that the translated version accurately represents the understanding of the Parties as described in the English language version provided that the English version controls.
10. **Agreement Coordinators.** Within sixty (60) days following the execution this agreement, each Party will designate an office and an individual within that office (the "Coordinator") to oversee the activity. Coordinators should communicate regularly with each other. Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other individuals perform in a satisfactory way.
11. **Disputes.** In the event of a dispute arising out of or relating to this Agreement or any Sub-Agreement entered into pursuant to this Agreement, the Parties shall establish a committee of six (6) senior representatives, three (3) appointed by each Party, to attempt to resolve the dispute. If the dispute cannot be resolved within sixty (60) days, either Party shall have the right to immediately terminate this Agreement.
12. [Intentionally Omitted.]
13. **Nondiscrimination.** MUSOP and NCOPS agree that no person shall, on the grounds of race, color, religion, national origin, sex or creed be excluded from participation under the terms of this agreement. Despite this, the Parties agree that a student of the Home Institution who is a national of the country of the Host Institution will not be eligible to participate in the exchange, as such participation will not serve the objectives of the exchange program.

#### CONTACT INFORMATION FOR COORDINATORS

##### Marshall University

Name Dr. Eric Blough

Address School of Pharmacy, 1 John Marshall Dr.

City, State, Zip Code Huntington, WV 25755

Country USA

Phone +1-304-696-7394

Email [blough@marshall.edu](mailto:blough@marshall.edu)

##### Nitte College of Pharmaceutical Sciences

Name Dr. Kusum Devi

Address Govindapura, Golahalli, Yelahanka, Bangalore

City, State, Zip Code 560064 Karnataka

Country India

Phone

Email [principal.ncops@nitte.edu.in](mailto:principal.ncops@nitte.edu.in)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

Signature and Notices: Marshall University

Accepted and Agreed

Marshall University

Signed: \_\_\_\_\_

*Avinandan Mukherjee*

Printed Name: Avinandan Mukherjee

Title: Provost and Senior Vice President

Date: \_\_\_\_\_

*4/17/25*

Signed: \_\_\_\_\_

*BD Smith*

Printed Name: Brad D. Smith

Title: President

Date: \_\_\_\_\_

*4-11-2025*

Signature and Notices: Nitte College of  
Pharmaceutical Sciences, a Constituent college of  
Nitte (Deemed to be University)

Accepted and Agreed

Nitte College of Pharmaceutical Sciences, a Constituent  
college of Nitte (Deemed to be University)

Signed: \_\_\_\_\_

Printed Name: Dr. Sandeep Shastri

Title: Vice-President, Bangalore Campus

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Dr. Kusum Devi

Title: Principal, Nitte College of Pharmaceutical Sciences  
Nitte (Deemed to be University)

Date: \_\_\_\_\_