

**AGREEMENT FOR COOPERATIVE DEGREE PROGRAM
BETWEEN**

**The Johns Hopkins University, on behalf of Bloomberg School of Public Health,
AND
IIHMR University, on behalf of SD Gupta School of Public Health**

This Agreement ("**Agreement**"), dated as of the last date of signature of this agreement and with effect from September 1, 2022 ("**Effective Date**"), is entered into by and between The Johns Hopkins University ("**JHU**") on behalf of its Bloomberg School of Public Health ("**BSPH**"), having its principal address at 3400 North Charles Street, Baltimore, Maryland U.S.A. 21218, and IIHMR University ("**IIHMRU**"), on behalf of its SD Gupta School of Public Health (SDGSPH), having its principal address at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur- 302029, Rajasthan, India. This Agreement supersedes and replaces all prior and contemporaneous agreements and understandings between JHU and IIHMRU at the time of execution, regarding any cooperative degree program between IIHMRU and JHU, on behalf of BSPH. JHU and IIHMRU shall be collectively referred to as the Parties, and individually referred to as a Party.

Recitals

WHEREAS, JHU and IIHMRU have a long history of collaboration, and have signed several previous agreements, including:

- Memorandum of Understanding ("MOU") effective June 1, 2008 to encourage academic programs between the Parties;
- MOU effective June 12, 2012 to create a cooperative Master of Public Health ("MPH") degree program;
- Amendment #1 to the June 12, 2012 MOU extending its terms through August 31, 2022;
- MOU effective August 15, 2013 to record the terms and conditions of the MPH degree program.

WHEREAS, the Parties wish to continue their collaboration to offer a cooperative graduate degree program aimed at enhancing effectiveness and efficiency of public health programs and services in India and surrounding developing countries by mutually recognizing credits in order to allow students to earn a cooperative MPH degree from both JHU and IIHMRU.

WHEREAS, the cooperative MPH program will continue to further JHU's and IIHMRU's instructional, scholarship and research objectives.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be contributed, the Parties hereto agree to collaborate with each other on the basis of the understanding set out in this Agreement:

Article I: Program Administration and Objectives

1. Program. The Parties agree to enter into a cooperative degree program between JHU, through the BSPH on its US campus located in Baltimore, and IIHMRU through its Jaipur campus. The degree will involve approximately 80 term credits, with a blend of core public health-related courses and health management courses. Students will be enrolled in all courses as a cohort.

2. Degree Requirements. The degree requirements for the cooperative MPH degree program must adhere to the requirements of the MPH program offered at JHU's BSPH, which adhere to the Council on Education for Public Health (CEPH) accreditation requirements.
3. Enrollment Expectations. The Parties agree that typical cohorts enrolled in this cooperative degree program will not exceed 40 students maximum. Any increase over this maximum number of students would require mutual agreement.
4. Administration of the Program.
 - a. Delivery of the Program. The delivery format for the program will be:
 - i. Annually, the Chair of the MPH Program at JHU and the Dean-SDGSPH and Program Coordinator at IIHMRU will review the schedule of courses and revise as necessary.
 - ii. Students in the program are eligible to take only those courses that have been agreed upon by both universities and identified as appropriate for the students in the cooperative program.
 - iii. Students will participate in approved BSPH courses online and will participate in IIHMRU courses either in person or online, as appropriate.
 - iv. Students in the cooperative MPH program are also eligible to come to the United States as a cohort to take course(s) that have been identified by both universities and approved in advance at the Baltimore, MD Bloomberg School campus.
 - v. Advising and career services will be provided by IIHMRU.
 - b. Academic Standards. Grades are determined by the faculty instructors of each course. Academic standards, including sufficient academic progress, and graduation requirements from the cooperative MPH program are determined by the standard rules at JHU. Students must maintain a minimum overall GPA of 2.75 in order to graduate.
 - c. Admissions Requirements. The MPH degree will be conferred upon qualifying students by JHU in cooperation with IIHMRU. Regarding admissions, students will apply to JHU and applications will be reviewed by a committee of JHU and IIHMRU faculty. Students must meet the admissions requirements of JHU, including academic preparation and required prior work experience.
 - i. Applications will be prescreened by IIHMRU to ensure eligibility before their admissions applications are submitted to BSPH.
 - ii. An admissions committee comprised of BSPH and IIHMRU faculty will review completed application files and make admissions decisions. Each applicant will be reviewed by two faculty, one faculty from the BSPH MPH Admissions Committee and one IIHMRU-based faculty member. Concurrence by both faculty to admit or reject will determine the final decision. If concurrence cannot be reached, the application will be forwarded to the Chair of the MPH Program at JHU for a final decision.
 - iii. BSPH will send the admissions decision to the applicant. IIHMRU will be sent information regarding the decisions of all admitted students.
 - d. Faculty Appointments. Faculty teaching in the cooperative MPH degree program will have faculty appointments at the partner university.

5. Recordkeeping. The JHU Registrar's Office is responsible for maintaining the official JHU degree records, including the transcripts, graduation clearances and clearinghouse reporting for all JHU degrees. The BSPH Registrar's Office is responsible for maintaining the official BSPH degree records, including the transcripts, graduation clearances and reporting for cooperative MPH program degrees. Once admitted, BSPH will be the School of Registration. Student Records will be held at BSPH. Records of registration and all other students' records will be maintained at IIHMRU as needed to satisfy any applicable Indian government requirements. JHU will produce and provide the diploma for all graduating students, with the seals and signatures of both Parties.

Article II: Obligations of the Parties

1. Obligations of JHU and IIHMRU. Subject to their respective rules, regulations, practices, procedures and availability of funds, JHU and IIHMRU agree to collaborate as follows:
 - Establish a JHU/IIHMRU MPH Program Governance Committee that includes leaders from both institutions who meet periodically to assess the progress of the program. This Governance Committee will report to the BSPH MPH Executive Board. All changes to formal policies and procedures must be approved by the BSPH Advisory Board, which is the governing body of the BSPH.
 - Review and continuously improve the curriculum and administrative processes for the Program.
 - Ensure the availability of resources of infrastructure, equipment and personnel to support the MPH, as appropriate to the structure of the Program.
 - Encourage the sharing of information and research considered relevant to the success of the MPH and new initiatives.
2. Housing, Travel and Insurance Arrangements for Students. IIHMRU will take responsibility for the housing, travel and any personal insurance arrangements for students traveling for an approved course(s) in Baltimore.
3. Visas. Students must comply with the appropriate travel and visa requirements as determined by the host Party and according to host country immigration regulations. To the extent required and applicable, JHU and IIHMRU will facilitate the acquisition of appropriate visas for students traveling to Baltimore. However, students, faculty and staff who may participate are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Indian government or other fees that may be imposed for visa processing or immigration services.

Article III: Term

1. This Agreement shall undergo review three (3) years from the Effective Date, and shall be renewed only upon the express written agreement of an authorized official of both Parties. The Program will be reviewed every third year thereafter.
2. This Agreement may be terminated upon the occurrence of any of the following events:
 - a. By mutual written agreement of the Parties;
 - b. By either Party upon the other Party's breach of any of the terms and conditions of this Agreement, and the breaching Party's failure to cure such default to the satisfaction of the other Party within forty-five (45) days from the time that notice of the default is given; or
 - c. By either Party no less than one hundred twenty (120) days (or approximately one (1) semester's notice) after providing the other Party with written notice of the intent to terminate.
3. Students enrolled in the program at the time of termination shall be permitted to complete the program under the terms and conditions set forth in this Agreement.

Article IV: Funding

1. The annual tuition to be paid by cooperative degree students at both universities will be agreed upon annually and paid directly by students to each institution in the currency of the country in which the university is located.
2. Taxes and Other Assessments. IIHMRU shall pay all Indian taxes and any other charges or assessments which are applicable to the performance of this Agreement, and shall indemnify and hold JHU harmless from any encumbrance, fine, penalty, or other expense which JHU may incur as a result of IIHMRU's failure to pay any such taxes, charges, or assessments.

Article V: Host Government Requirements

Any student or participant hereunder shall be required to comply with host country laws and regulations as they may pertain to visiting or foreign students, including any related visitor or student immigration authorization requirements.

If necessary, IIHMRU will assist JHU in procuring any foreign registrations or authorizations that may be required to perform the activities described herein. JHU shall have no obligation to engage in any in-country activity before satisfying its registration or authorization requirements, as determined in its sole discretion.

Article VI: Points of Contact

The following person shall be designated as the representative of IIHMRU for the purposes of this Agreement, and all notices to IIHMRU regarding this Agreement described herein shall be directed to:

Hem K. Bhargava
Registrar

IIHMR University, Jaipur
1, Prabhu Dayal Marg, Near Sanganer Airport,
Jaipur, India 302029
Telephone: 91-141-3924700 (Extension- 730)
Email: hkb@iihmr.edu.in; registrar@iihmr.edu.in

The following person shall be designated as the representative of JHU for the purposes of this Agreement, and all notices to JHU regarding this Agreement described herein shall be directed to:

Felicity Turner
Director of International and Continuing Education
The Johns Hopkins University
Bloomberg School of Public Health
615 N. Wolfe Street
Baltimore, MD, 21205
Email: fturner4@jhu.edu

Article VII: General Terms

1. **Non-Exclusivity.** Nothing in this Agreement shall be deemed to prohibit either Party from seeking to engage or engaging with any third party for programs, projects, or work similar to that contemplated under this Agreement.
2. **No Exchange of Confidential Information.** The Parties shall not exchange with each other any information that they deem to be confidential, including sensitive business information, plans, systems, processes, or trade secrets.
3. **Intellectual Property.** Ownership of inventions, discoveries, reductions to practice, conceptions, works, materials, data, or intellectual property ("Intellectual Property") developed under this Agreement shall follow inventorship under U.S. patent law or authorship under U.S. copyright law. Nothing contained herein shall affect the pre-existing rights of either Party in Intellectual Property developed before the Effective Date of this Agreement. Each Party shall own all rights, title and interest in and to Intellectual Property first conceived or developed solely by that Party's employees, students, or agents under this Agreement. The Parties shall jointly own Intellectual Property developed by employees, students, or agents of both Parties.
4. **Publication.** Each Party shall have the right to publish and disseminate information derived from the performance of work under this Agreement. Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the coauthors in any coauthored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.
5. **Use of Name.** No Party shall use directly or by implication the names, logos, trademarks, or trade dress of another Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other Party in connection with any

products, publicity, promotion, financing, advertising, or other public disclosure without the prior express written permission of an authorized official of the other Party.

6. Public Announcements. Until such time that the Parties agree to permanent public relations protocols, they agree that any announcements regarding this Agreement will need to be approved by an authorized official of each Party.

7. Equal Opportunity. Each Party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status or other legally protected characteristic in the administration of this Agreement.

8. Liability. It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

9. Disputes. In the event that a dispute arises under this Agreement, the Parties agree to make a good faith effort to resolve any differences amicably. Any disputes arising under or in connection with this Agreement which cannot be resolved by amicable discussions may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties. Should one of the Parties request an alternative dispute resolution mechanism, the other Party agrees to consider the request reasonably. In respect to performance of activities in the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excepting any conflict of laws provision that may negate the application of Maryland law.

10. No Waiver. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or other immunity or privilege which either party may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national character or otherwise, or in accordance with international customary law.

11. Force Majeure. No Party will be liable to the other for any failure or delay in the performance of this Agreement to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If performance by either party shall be prevented by any such circumstances, then such party shall communicate the situation to the other as soon as possible, and the parties shall endeavor to limit the impact to the activity set forth in this Agreement. Nothing herein shall limit the rights of either Party to terminate this Agreement as indicated in Article II of this Agreement.

12. Delay. The Parties acknowledge that each party has been, or may be, required to modify its operations or conduct due to the Covid-19 pandemic (the "Covid-19 Pandemic") or other related circumstances, and that such modifications may limit or restrict both Parties' ability to perform its obligations under this Agreement in the timelines specified herein. Each party shall use reasonable efforts to fulfill their respective obligations under this Agreement within the timelines set forth herein; provided,

however, that, notwithstanding anything to the contrary in this Agreement: (i) neither party shall have an obligation to take any action, or refrain from taking any action, which would be contrary to any law, regulation, or guidance issued by any governmental authority or any guidance, process, or procedure of either party relating to the Covid-19 Pandemic; and (ii) neither party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by the Covid-19 epidemics and quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. The parties agree to mitigate risks under this Agreement, and to amend the Agreement if necessary and possible.

13. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

14. Independent Contractors. The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the organizations.

15. No Assignment. This Agreement shall not be assignable by any Party, in whole or in part, without the prior written consent of the other Parties.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties and this Agreement may not be enlarged, modified or altered except in writing, signed by the Parties. This Agreement supersedes and replaces all prior and contemporaneous understandings between the Parties at the time of execution, whether verbal or in writing.

17. Amendment. This Agreement may be amended only by the express written consent of both Parties.

18. English Version Controls. This Agreement is prepared and executed in English, and shall be considered the legally controlling version over any translations that may have been prepared for the Parties' convenience.

19. Headings. The headings used in this Agreement are for administrative convenience only and are not to be used to interpret this Agreement.

20. Family Educational Rights and Privacy Act ("FERPA"). FERPA is a U.S. federal law designed to protect the privacy of a student's education record and prohibits JHU from disclosing information from those records without the written consent of the student. In connection with this Agreement, the Parties acknowledge that any information regarding JHU students may be protected by FERPA, and agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent.

21. Anti-Bribery. Each Party agrees that in connection with this Agreement that it will abide by applicable laws and regulations prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA") and local laws. No Party will offer, promise or give, directly or

indirectly, anything of value to any government official, political Party official, political candidate, or employee thereof or to any third Party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political Party official, political Party candidate, or employee thereof for the purpose of obtaining or retaining business or securing any business advantage.

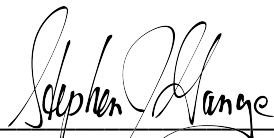
22. Compliance with Laws. Each Party represents and warrants that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws, regulations, executive orders or proclamations of the United States, including but not limited to:

- a. U.S. anti-boycott laws and regulations, including those administered by the Departments of the Treasury and Commerce;
- b. U.S. export controls and economic sanctions laws and regulations, including those administered by the Departments of Commerce (the Export Administration Regulations), State (the International Traffic in Arms Regulations) and/or the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which enforces U.S. economic sanctions regulations (collectively "U.S. Export Controls");
- c. Each Party shall be responsible for obtaining and/or invoking for its own organization any authorization needed from a cognizant, government authority, in order to ensure its performance under this Agreement, including export/re-export or import licenses and/or other authorizations or exemptions. JHU expects that any research that it may perform under this Agreement shall constitute "fundamental research," as defined. However, this does not guarantee that JHU will be able to release (i.e., "export") all tangible items or information associated with this Agreement to foreign persons without a license.
- d. JHU reserves the right to terminate this Agreement at any time without penalty if, in its sole discretion, it determines that it cannot reasonably obtain the U.S. and/or foreign authorizations required to comply with this Section and to ensure performance under this Agreement.

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IN WITNESS WHEREOF the respective Parties hereto have executed this Agreement by their duly authorized officers on the date appearing below their signatures.

The Johns Hopkins University



Name: Stephen J. Gange, PhD
Title: Executive Vice Provost for Academic Affairs

March 25, 2022
Date

The Johns Hopkins Bloomberg School of Public Health



Name: Ellen J. MacKenzie, PhD, ScM
Title: Dean

March 1, 2022
Date

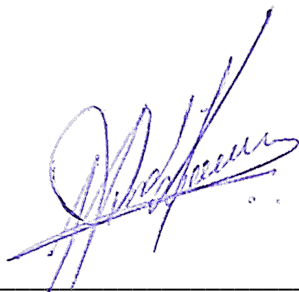
IIHMR University



Name: P.R. Sodani, PhD, MPH
Title: President, IIHMR University, Jaipur

March 25, 2022
Date

SD Gupta School of Public Health



Name: Vinod Kumar, SV, MD
Title: Professor and Dean In-Charge

March 25, 2022
Date