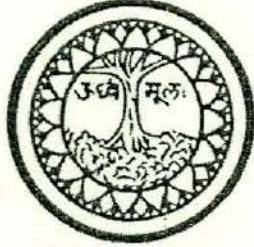


CONCORDIA
COLLEGE NEW YORK
Small School. GLOBAL IMPACT.



SOPHIA COLLEGE FOR WOMEN
WOMEN'S EMPOWERMENT THROUGH EDUCATION

Concordia College and Sophia College for Women

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") dated as of April 1, 2019 (the "Effective Date"), formalizes a relationship between Sophia College for Women (hereinafter "Sophia"), an Indian women's college, located at Bhulabhai Desai Road, Mumbai- 400026, Maharashtra, India and Concordia College (hereinafter "Concordia"), a New York not-for-profit education corporation, located at 171 White Plains Road, Bronxville, New York 10708, United States of America. (hereinafter, collectively referred to as the "Parties"). The intent of the Parties is to develop a long term mutually beneficial relationship whereby students of Sophia may be eligible to enroll and participate in a transfer undergraduate degree program of academic study at Concordia. Upon successful completion of the academic program of study the students will be conferred a degree by Concordia.

RECITALS

WHEREAS, Concordia is accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools and offers various academic programs at the undergraduate and graduate level; and

WHEREAS, Sophia is affiliated to University of Mumbai and is accredited by the National Assessment and Accreditation Council (NAAC) with 'A' grade; and

WHEREAS, Concordia will offer the American Transfer Program ("ATP") and Graduate Studies Program to the students of Sophia, as explained in APPENDIX A and APPENDIX B, to this Agreement; and

WHEREAS, the Parties desire to cooperate to promote Concordia's programs of academic study; and

NOW, THEREFORE, in consideration of the foregoing, and the covenants and conditions expressed in this Agreement, the Parties hereto mutually agree as follows.

Section 1. Mutual Responsibilities

1.1 Application Process. Sophia will initially select and screen applicants for Concordia's programs. Concordia reserves the right to deny or defer admission to any applicant.

1.2 Application Requirements. Students from Sophia must have a minimum grade point average (GPA) of 6.5 or 65% and higher (on a 10.0 scale), or the equivalent at Sophia and must have taken the Test of English as a Foreign Language (TOEFL) Internet Based Test (IBT). All students must present application materials as requested by the Concordia admissions office.

1.3 The Family Educational Rights and Privacy Act (FERPA). All education records of students from Sophia who apply and are accepted for admission to Concordia shall be the property of and maintained by Concordia.

1.4 Full-Time Status. All students must enroll and remain in a full course of study each semester.

1.5 Payment for Services. Concordia agrees to provide Sophia with a one-time payment of fifteen hundred dollars (\$1,500 USD) per student, no later than the sixtieth (60th) day after the commencement of the student's first semester. Students must have first paid their college tuition and fees in full before compensation can be provided to Sophia. In the event a student has paid a portion of their tuition by the end of the semester, an equal, prorated percentage of the compensation will be provided to Sophia. If under any circumstances, a student withdraws from Concordia's degree program after the add/drop period, Concordia is not liable to compensate Sophia for that particular student.

Section 2. Responsibilities of Sophia

Sophia hereby agrees to fulfill its assigned responsibilities as follows:

2.1 Marketing. Sophia will market and promote the academic programs of Concordia to their students. Sophia shall connect prospective students who have expressed interest in pursuing Concordia undergraduate or graduate degrees with Concordia's admissions office.

2.2 Website. Sophia shall maintain a portal page on its website to market Concordia's programs to their students. Any content on Sophia's portal page regarding Concordia shall be subject to advance approval in accordance with Concordia's marketing materials approval policy, specified in 2.2.

2.3 Admissions Application Assistance. Sophia agrees to provide transfer certificates and transcripts for all students who apply to Concordia.

2.4 Legal Compliance. Sophia shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations covering the services in connection with their responsibilities under this Agreement.

2.5 Admissions Assistance. Sophia agrees to appoint a coordinator located on their campus to serve as their liaison to Concordia in connection with this Agreement.

Section 3. Responsibilities of Concordia

Concordia hereby agrees to fulfill its assigned responsibilities as follows:

3.1 Admissions Application Processing Concordia agrees to review all applications within two (2) weeks upon receipt of all completed application materials.

3.2 Scholarships

a. Concordia agrees to offer students of Sophia a scholarship of ten thousand dollars (\$10,000 USD) only per annum for students who meet all of Concordia's eligibility requirements, which includes a minimum of 6.5 GPA on 10.0 GPA or the equivalent at Sophia. Students shall have secured a minimum of eighty (80) TOEFL IBT/120 IBT. Students who have demonstrated English language skills, as determined by Concordia, will be exempt from the TOEFL/IELTS requirements.

b. Students will be eligible to apply for the honors program with an 8.5 GPA or World Education Services (WES) equivalent. Honors program students would be eligible to receive up to a maximum scholarship of fifteen thousand dollars (\$15,000 USD) per year, upon fulfilling Concordia's requirements.

3.3 Additional Assistance Concordia's India Liaison office will provide guidance and support to Sophia students regarding education loan application and visa application process.

3.4 Tuition. Tuition will be charged at standard advertised rates. Concordia reserves the right to modify its fee structure annually. Payment of tuition, fees, meal plans, housing costs, textbooks, orientation fees, travel expenses or other college charges are the responsibility of the individual student.

3.5 Individual student program mapping. Concordia will map each student's planner (completed courses) prior to their arrival on campus. Sophia must send the syllabi of all the courses taken by each student in Sophia, upon students' acceptance to Concordia, in order to facilitate the program mapping.

3.6 Instruction Site for Courses. Courses shall be taught by Concordia faculty on Concordia's campus located at 171 White Plains Road, Bronxville, New York 10708 and students will be required to register for a minimum of twelve (12) credits per term.

3.7 Marketing Materials. Marketing materials shall be provided by Concordia to Sophia and will include but not be limited to: announcements, brochures, flyers, social media posts on any social media site, and any other collateral marketing materials that may be disseminated in any medium. In addition, Concordia shall approve all Concordia-specific photos, graphics or images (i.e., photos of the campus, campus buildings, faculty or students).

Section 4. Term; Termination

The term of this Agreement shall begin once signed and is intended to continue for a term of three (3) years or until terminated by one of the parties with ninety (90) days advance written notice, or unless there is a breach of this Agreement or violation of any laws on the part of either party.

Section 5. Entire Understanding

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and the transactions contemplated hereby. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties hereto.

Section 6. Assignment

Neither Party may delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the other Party, subject to any necessary legal approvals. This Agreement shall not be discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

Section 7. Notices

All notices of any nature pursuant to this Agreement shall be in writing and deemed given when delivered by any of the following means of delivery: (i) by hand; (ii) by overnight, express, or priority courier service; or (iii) by email and facsimile transmission with confirmation of receipt; and shall be addressed as follows:

If to Concordia:

Concordia College
171 White Plains Road
Bronxville, New York 10708
United States of America
Facsimile No: +1(914) 337-9300

Email: jim.burkee@concordia-ny.edu

Attn: Dr. James C. Burkee, Executive Vice President

If to Sophia:

Sophia College for Women
Bhulabhai Desai Road
Mumbai
Maharashtra, India 600008

Facsimile No: +912223512642

Email: principal@sophiacollegemumbai.com

Attn: Dr. Ananda Amritmahal, Principal

With a copy to:

General Counsel
171 White Plains Road
Bronxville, New York 10708
United States of America

With a copy to:

Office of the Principal
Bhulabhai Desai Road
Mumbai
Maharashtra, India 600008

Section 8. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles. In addition, the Parties hereby agree that any cause of action shall be brought in the County of Westchester

Section 9. Counterpart Signature Pages

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.


Section 10. Severability

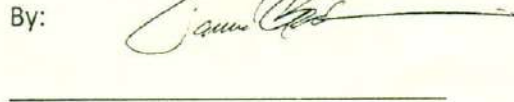
If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of date first above written.

SOPHIA COLLEGE FOR WOMEN

CONCORDIA COLLEGE

By: 

By: 

Name: Dr. Ananda Amritmahal

Name: Dr. James Burkee

Title: Principal

Title: Executive Vice President

**PRINCIPAL SOPHIA COLLEGE
(AUTONOMOUS)**



APPENDIX A

American Transfer Program (ATP) Two Plus One (2+1)

- a. Sophia students will be able to participate in the American Transfer Program ("ATP"), a unique offering by Concordia to a select group of Indian institutions. Sophia students can enter ATP after having completed (4) four semesters. Students will begin their course of study while in their first or second semester, or in the summer following their second semester, at Concordia, and generally be able to complete their American baccalaureate degree through two additional semesters of study at Concordia. Students will generally require approximately forty-five (45) semester hours of study at Concordia to receive their American baccalaureate degree.
 - i. Students who begin the program in their third or fourth semester at Concordia may require three semesters of study Concordia to complete their American baccalaureate degree.
 - ii. Courses offered by Concordia on-site at Sophia or at other participating colleges at Mumbai or online for students enrolled in the ATP 2+1 program will be offered at a significantly-reduced cost of four hundred dollars (\$400 USD) per course, or one hundred and thirty-three dollars and thirty-four cents (\$133.34) per credit hour.
- b. Sophia College for Women- Chennai students will have earned an overall grade point average ("GPA") of 6.5 or 65% and higher (on a 10.0 scale), or the equivalent at Sophia and have taken the Test of English as a Foreign Language(TOEFL) Internet Based Test (IBT).
- c. The intended target number for this program is expected to be around ten (10) students per annum.
- d. Sophia students that are accepted by Concordia will be offered a scholarship. Students will be responsible for the balance of Concordia's standard costs and fees then in effect; students will be required to reside on campus.
- e. Students of Sophia intending to transfer after four (4) semesters will be able to continue their respective undergraduate courses at Sophia in the event that the student visa is not granted to them by the competent authorities.
- f. Credit mapping for Sophia students will be done by the academic team of Concordia upon receipt of the student's application to Concordia.
- g. Concordia in partnership with Sophia, will offer one (1) course per semester, either on-site or online, for students.
- h. In general, seventy-five to ninety (75-90) credits will be transferred to Concordia from the Indian institutions depending upon the courses the students complete. Students will be required to complete forty-five (45) credits to earn their baccalaureate degree from Concordia.

APPENDIX B

Graduate Studies Programs (2+2)

- a. Sophia students intending to continue on at Concordia to earn a Master's Degree in Business Leadership, Digital Media, or Analytics, may be eligible to undertake graduate coursework during their fourth year of study while at Concordia.
- b. Students may be eligible to take one course per semester at *no cost* at a savings of five thousand three hundred and seventy dollars (\$5,370.00 USD), if committed to entering one of Concordia's graduate programs upon completion of the Bachelor's Degree.