

# **Agreement**

This Agreement (this "Agreement") is made and entered into by and between:

The Korea Foundation (the "Foundation"), located at 55 Sinjung-ro, Seogwipo-si, Jeju-do, 63565, Republic of Korea and

Jamia Millia Islamia (the 'University'), located at Maulana Mohammad Ali Jauhar Marg, New Delhi, 110025, India.

The Foundation and the University may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

WHEREAS, the Foundation is a non-profit organization with its aim at supporting and promoting Korean studies across the world;

WHEREAS, the Foundation desires to support establishment of Korean studies at the University, and desires to dispatch a visiting professor/lecturer to teach Korea-related courses at the University;

WHEREAS, the University desires to establish and provide to its students such Korea-related education program, and to invite the visiting professor/lecturer in accordance with the terms and conditions set forth in this Agreement;

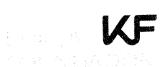
**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

#### Article 1. Term

This Agreement is effective from July 1, 21019 through June 30, 2021 (the "**Term**") unless adjusted or renewed by mutual consent in writing.

#### Article 2. Visiting Professorship/Lectureship

2-A The University shall invite a visiting professor of Korean language (the "Visiting Professor") and will assign him/her no more than 12 hours per week to teach Korean language courses per semester during the Term (the "Project"), unless adjusted by mutual consent in writing.



2-B The Visiting Professor will teach the following courses during each academic year of the Term:

First Semester: July 22, 2019 to December 31, 2019 (tentative)

| First Semester: July 22, | 2019 to              | December         | 1, 2019 (tentat      | 100)          |        |                       |
|--------------------------|----------------------|------------------|----------------------|---------------|--------|-----------------------|
| Course Title             | Hours<br>per<br>week | Duration (weeks) | Course Type          |               | Q 1:   | Expected              |
|                          |                      |                  | Compulsory /Elective | Existing /New | Credit | number<br>of students |
| Writing Basic 1          | 3                    | 16 wks           | Compulsory           | New           | 3      | 30                    |
| Listening Basic1         | 3                    | 16 wks           | Compulsory           | New           | 3      | 30                    |
| Reading Basic1           | 3                    | 16 wks           | Compulsory           | New           | 3      | 30                    |
| Speaking Basic1          | 3                    | 16 wks           | Compulsory           | New           | 3      | 30                    |
|                          |                      |                  |                      |               |        |                       |

Second Semester: January 1, 2020 to July 20, 2020(tentative)

| Hours<br>per<br>week | Duration (weeks)     | Course Type          |                   |  | Expected   |
|----------------------|----------------------|----------------------|-------------------|--|--|
|                      |                      | Compulsory /Elective | Existing /New     | Credit   | number<br>of students  |
| 3                    | 16 wks               | Compulsory           | New               | 3  | 30   |
| 3                    | 16 wks               | Compulsory           | New               | 3  | 30   |
| 3                    | 16 wks               | Compulsory           | New               | 3  | 30   |
| 3                    | 16 wks               | Compulsory           | New               | 3  | 30   |
|                      | Hours per week 3 3 3 | Hours per week  3    | Hours per week  3 | Hours<br>per<br>weekDuration<br>(weeks)Course Type316 wksCompulsory<br>/ElectiveExisting<br>/New316 wksCompulsoryNew316 wksCompulsoryNew316 wksCompulsoryNew | Hours<br>per<br>weekDuration<br>(weeks)Course TypeCredit316 wksCompulsory<br>/ElectiveExisting<br>/New3316 wksCompulsoryNew3316 wksCompulsoryNew3316 wksCompulsoryNew3 |

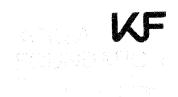
2-C If the course information the University has submitted to the Foundation in accordance with Article 2-B above shall be adjusted or renewed, the University shall notify the Foundation three (3) weeks before the start of each semester and obtain the Foundation's consent.

### Article 3. The Foundation's Support

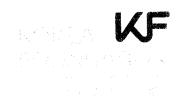
The Foundation shall directly provide the Visiting Professor with a round-trip airfare, a monthly living allowance, and the funds needed to acquire teaching materials for his/her teaching at the University. The details and amounts of such support shall be determined in accordance with the agreement between the Foundation and the Visiting Professor.

# Article 4. The University's Obligations

4-A (Support for Visa and Accommodation) The University shall provide the Visiting Professor with all necessary administrative support and documents to enable the Visiting Professor to legitimately perform his/her obligations hereunder. Such administrative support and documents shall include, without limitation, the following:



- Issue an Official Invitation Letter immediately following the University's selection of the Visiting Professor from among the candidates whom the Foundation has recommended;
- Carry out all administrative procedures necessary to ensure that the Visiting Professor obtains an appropriate visa, resident certificate and/or work permit to secure his/her lawful stay in India during the Term;
- Subscribe a mandatory health insurance policy for the Visiting Professor if required for visa issuance:
- Provide the visiting professor with a proper rent-free accommodation with water and electricity; and
- Provide any other support that is reasonably necessary to achieve the purpose of this Agreement.
- 4-B (Support for Teaching) The University shall provide the Visiting Professor with the following resources for proper operation of the Korean studies/language courses:
  - Office space;
  - Library usage permit;
  - Computer or other required materials to prepare and teach the class;
  - Any other resources that is reasonably necessary to achieve the purpose of this Agreement.
- 4-C The University shall appoint Prof. Mukesh Ranjan as a project director (the "Project Director"), who shall be entitled to make decisions regarding the Korean studies program and shall be responsible for the overall management of the Project at the University, including the submission of the Project report (the "Project Report") set forth in Article 4-D. The Project Director shall also assist the Visiting Professor with all related administrative support set forth above in Articles above 4-A and 4-B, and provide consultation for the successful implementation of the Project.
- 4-D (Evaluation and Report) Within ten (10) days after the end of each semester during the Term, the University shall submit a Project Report, in accordance with the Foundation's standard report form that details, without limitation, the following:
  - Instructional performance in regard to the assigned courses;
  - Personal interaction with students and other faculty members;
  - Contributions to the advancement of Korean Studies program at the University;
  - Contributions to the overall promotion of Korea in India;
  - Information on the Visiting Professor's courses of the following semester; and
  - Evaluation of individual courses by the students in accordance with a separate form as may be required by the Foundation.
- 4-E The University agrees that, at any time during the Term, if the Foundation at its discretion determines that the University failed to comply with the obligations set forth in Articles 4-A



through 4-D above, the Foundation may suspend or otherwise adjust the support of the Project hereunder.

#### **Article 5. Postponement or Cancellation**

- 5-A The University understands and agrees that the Project may be cancelled in the event that
  - The Foundation has conducted a nation-wide search yet receives no applications; or
  - The Foundation has conducted a nation-wide search yet is unable to identify any candidate who is suitable to achieve the Foundation's goal of supporting and promoting Korean studies.
- 5-B In the event of the postponement or cancellation of the Project before the Visiting Professor's arrival at the University, the University shall promptly notify the Foundation of its intent to postpone or cancel the Project.
- 5-C In the event the Project is cancelled or postponed, due to a cause attributable to the University including, without limitation, any failure to carry out the obligations as set forth above in Articles 4-A through 4-D, the University understands and agrees that the Foundation may, at its discretion, give the University certain disadvantages when the University applies for future programs of the Foundation.

#### Article 6. Recognition

The University agrees to note in all relevant public announcements and publications that the Visiting Professor's Korean studies/language courses are offered with assistance from the Foundation.

# Article 7. Amendments and Force Majeure

- 7-A This Agreement constitutes the complete understanding between the Parties on the subject hereof. No modification or waiver of any provision hereof shall be valid unless agreed upon in writing and signed by the Parties.
- 7-B The University acknowledges that the Foundation may, at its sole discretion, suspend either temporarily or permanently the Project in the event of an occurrence of "force majeure," including any event beyond any Party's reasonable control, such as war, engagement of hostility, strike, government order, severe economic crisis, or other similar unexpected and/or unforeseen events resulting in any Party's inability to meet its obligations hereunder.

# Article 8. Governing Law and Dispute Resolution



In the event of a dispute the Grant Agreement may be terminated by either side by giving a six months' Notice to that effect in writing. However, notwithstanding the Notice of the intent to terminate the Grant Agreement, all rights, obligations and corresponding duties flowing and subsisting therein, shall be respected and mandated till the finalization and accomplishment thereof.

This Agreement shall be executed in the English language only, and shall prevail over any translation thereof.

The undersigned Parties agree to the foregoing terms and conditions.

03.06.2019

(Month, Day, Year)

Kang Young-pil

Executive Vice President

The Korea Foundation

03 . 13 . 2019

(Month, Day, Year)

Prof. Shahid Ashraf

Vice Chancellor (Offg.)

Jamia Millia Islamia

03.13.2019

(Month, Day, Year)

Prof. Mukesh Ranjan

Project Director (of the KF Visiting

Professorship Program)