

Cooperative Agreement by and between

**The State University of New York
College of Technology at Canton
Canton, N.Y.**

And

**International Institute of Health Sciences
Welisara, Sri Lanka**

This agreement of cooperation and partnership is made by and between the State University of New York College of Technology at Canton (SUNY Canton) and International Institute of Health Sciences (IIHS). The provisions recorded below establish the principles and conditions by which the State University of New York College of Technology at Canton (SUNY Canton) and International Institute of Health Sciences (IIHS) agree to cooperate in academic partnership, program development and research. IIHS is a higher education institution approved by the Sri Lankan Ministry of Education and is authorized to offer credit-bearing courses and issue degrees.

Such a cooperative agreement will be realized as established in the following clauses:

1. Legal framework of both institutions

SUNY Canton is part of the State University of New York system. The president of the campus may initiate agreements with foreign institutions of higher education to enhance international good will and understanding through various programs of academic exchange and partnerships.

IIHS is empowered by its bylaws to enter into cooperative agreements with other universities in regard to the subjects related to the achievement of its goals and objectives, as stated in its bylaws, in order to further contribute to the achievement of such goals and objectives.

2. SUNY Canton and IIHS common interests and objectives

By reason of their very essence as colleges and universities, SUNY Canton and IIHS share interests and objectives in academic exchange and scientific research matters. Both institutions are interested in establishing academic cooperation agreements with institutions of similar nature in order to assist in the achievement of their goals and objectives in such matters.

3. Purpose of the Agreement

SUNY Canton and IIHS jointly agree to subscribe to this cooperative agreement in order to promote the following activities between both institutions:

- A. Participation in use of certificate programs: It is the desire of SUNY Canton to offer students the opportunity to participate in academic certificate programs alongside their program of study as well as credit and non-credit summer programs.
- B. Development of dual degree programs and other special programs where mutually agreeable terms can be developed
- C. Faculty and student exchanges when appropriate and possible
- D. Development of joint academic and research projects
- E. Any other mutually agreeable educational pursuits or other activity of mutual interest regarding academic or scientific and technological research matters

4. Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by both parties, will be attached as annexes to this agreement.

5. Specific Sub-agreements

The specific sub-agreements between both institutions will specify their objectives, conditions and methods of execution, financial support, term of validity, and administrative responsibility within each institution.

6. Term and Termination

6.1 This agreement will be for a period of five years commencing on the date it is signed by both parties, and may be renewed in writing at any time.

6.2 The agreement may be terminated by either party if written notification of intent to terminate the agreement is received by the other party at least sixty (60) days prior to the renewal date.

6.3 In the event of termination of the agreement by either party, all activities which may currently be in progress at the time of the termination, and which were initiated under the terms of this agreement and any annexed subagreements, will be allowed to continue to their conclusion under the terms of this agreement, even if the actual agreement has been terminated. Any students enrolled in cooperative programs will not be affected by the termination, and teach-out plans will be established as necessary.

6.4 Any changes or other considerations to this agreement shall be made only by the mutual consent of both parties and appended to this document in writing.

7. DISPUTE RESOLUTION

7.1 Any dispute or disagreement arising from the execution of this agreement shall be resolved by the senior management team of both parties and their authorized designees.

7.2 Senior management team of both parties shall give any dispute and/or disagreement full consideration before a decision is rendered, and any such decisions shall be provided in a signed written form, which shall be forwarded to the other party.

7.3 In the event of failure in settlement, the dispute shall be submitted in writing to SUNY System Office of Global Affairs and the governing board of IIHS for consideration and a recommended decision.

7.4 The Parties will make every reasonable effort to resolve all issues or disputes that may arise between two institutions fairly and by negotiation without

litigations, if practicable. This section shall not be construed to limit the administrative or legal rights otherwise available to the parties in the event of violations of the terms or conditions of this Agreement.

8. LEGAL RIGHTS OF PARTIES

8.1 Each party shall be responsible for any and all liability, claims, losses, damages, suits or judgments, arising out of the acts of that party or its employees. Such responsibility does not extend to the acts of any third party, including participants. Neither party shall be liable for the acts of the other.

8.2 Nothing in this agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.

9. EQUAL OPPORTUNITY

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, gender identity, sexual orientation, age, marital status, ethnicity, religion, national origin, or disability.

10. Coordination and Follow-up

Administration of this Cooperative Agreement shall be the responsibility of the President of SUNY, Canton, and the President of IIHS, or their designated representatives. Any additions, changes, or deletions must be approved by these representatives of both institutions. All notices shall be in writing and shall be directed to these individuals as follows:

To SUNY Canton: President, Dr. Zvi Szafran
State University of New York, Canton
34 Cornell Dr.
Canton, NY 13617-1096

To IIHS: Deputy Chairman, Dr. Kithsiri Edirisinge
International Institute of Health Sciences
704 Negombo Road
Welisara, Sri Lanka

Approved for SUNY Canton by:




Zvi Szafran, President

6-27-16

Date

Approved for International Institute of Health Sciences by:



Dr. Kithsiri Edirisinge, Deputy Chairman

8.16.16

Date