



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

Indian Institute of Technology Madras (the “**IITM**”), located at Sardar Patel Road, Chennai, Tamil Nadu, 600036, India.

The Foundation and IITM 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 IITM, and desires to dispatch a visiting professor/lecturer to teach Korea-related courses at IITM;

WHEREAS, IITM 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 26, 2021 through July 25, 2023 (the “**Term**”) unless adjusted or renewed by mutual consent in writing.

Article 2. Selection of Visiting Professor/Lecturer

The Foundation shall conduct a nation-wide search to identify candidates who best meet the qualifications to achieve the Foundation’s goal of supporting and promoting Korean studies. The Foundation shall recommend one or two final candidates to IITM, and IITM shall determine whom to invite as a visiting professor from among the candidates.



Article 3. Visiting Professorship/Lectureship

3-A IITM 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.

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

First Semester: August 2021 to November 2021 (tentative)

| Course Title | Hours per week | Duration (weeks) | Course Type | | Credit | Expected number of students |
|---|----------------|------------------|----------------------|---------------|--------|-----------------------------|
| | | | Compulsory /Elective | Existing /New | | |
| Introduction to Korean Language & Culture-I | 4 | 14 | Elective | New | 9 | 30-40 |

Second Semester: January 2022 to May 2022 (tentative)

| Course Title | Hours per week | Duration (weeks) | Course Type | | Credit | Expected number of students |
|--|----------------|------------------|----------------------|---------------|--------|-----------------------------|
| | | | Compulsory /Elective | Existing /New | | |
| Introduction to Korean Language & Culture-I | 4 | 14 | Elective | New | 9 | 30-40 |
| Introduction to Korean Language & Culture-II | 4 | 14 | Elective | New | 9 | 15-20 |

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

Article 4. The Foundation’s Support

4-A 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 IITM. The details and amounts of such support shall be determined in accordance with the agreement between the Foundation and the Visiting Professor.

4-B The Foundation shall subscribe a mandatory health insurance policy for the Visiting Professor if required for visa issuance.



Article 5. IITM's Obligations

5-A (Support for Visa and Accommodation) IITM shall provide the Visiting Professor with 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 IITM'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;
- Provide the Visiting Professor with reasonably proper accommodation; and
- Provide any other support that is reasonably necessary to achieve the purpose of this Agreement.

5-B (Support for Teaching) IITM shall provide the Visiting Professor with the reasonable resources for proper operation of the Korean 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.

5-C IITM shall appoint Prof. Jyotirmaya Tripathy 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 IITM, including the submission of the Project report (the "**Project Report**") set forth in Article 5-D. The Project Director shall also coordinate with the Visiting Professor in assisting with all related administrative support set forth above in Articles above 5-A and 5-B, and provide consultation for the successful implementation of the Project.

5-D (Evaluation and Report) Within ten (10) days after the end of each semester during the Term, IITM 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 IITM;
- 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.

5-E IITM agrees that, at any time during the Term, if the Foundation at its discretion determines that IITM failed to comply with the obligations set forth in Articles 5-A through 5-D above,



the Foundation shall provide notice in writing to Institute with reasons for the proposed suspension and if Parties are unable to arrive at a resolution, the Foundation may suspend or otherwise adjust the support of the Project hereunder. Courses that have already commenced shall not be suspended until the end of the semester.

Article 6. Postponement or Cancellation

6-A The Parties 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.

6-B In the event of the postponement or cancellation of the Project before the Visiting Professor's arrival at IITM, IITM shall promptly notify the Foundation of its intent to postpone or cancel the Project.

6-C In the event the Project is cancelled or postponed, due to a cause attributable to IITM-including, without limitation, any failure to carry out the obligations as set forth above in Articles 5-A through 5-D, IITM understands and agrees that the Foundation may, at its discretion, give IITM certain disadvantages when IITM applies for future programs of the Foundation.

Article 7. Recognition

IITM agrees to provide reasonable public announcements and information on its website that the Visiting Professor's Korean language courses are offered in collaboration with the Foundation.

Article 8. Nondiscrimination

Each party agrees not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the party, which seeks to discriminate a person, that such disability prevents the discriminated person from performing the work involved.

Article 9. Amendments and Force Majeure

9-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.



9-B The Parties 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, pandemic, epidemic or other similar unexpected and/or unforeseen events resulting in any Party’s inability to meet its obligations hereunder.

Article 10. Governing Law and Dispute Resolution

10-A In case any controversy or claim arises out of or in relation to this Agreement or with respect to a breach hereof, the Parties shall seek to resolve the matter amicably through discussions.

10-B In the event that a dispute cannot be resolved through negotiation, the Parties can submit to mediation by a mediator to be mutually appointed between the Parties.

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.

April 8, 2021
(Month, Day, Year)

Kang Young-pil
Executive Vice President
The Korea Foundation

April 9, 2021
(Month, Day, Year)

Prof. V. Jagadeesh Kumar
Dean, Academic Courses
Indian Institute of Technology Madras

April 9, 2021
(Month, Day, Year)

Prof. Jyotirmaya Tripathy
Project Director (of the KF Visiting
Professorship Program)
Indian Institute of Technology Madras