General Framework Agreement
Between
Addis Ababa University (AAU) and
Indian Institute of Technology Delhi (IIT Delhi)

Preamble

Whereas Addis Ababa University (hereafter AAU) has sought to establish institutional partnership with Indian Institute of Technology Delhi (hereafter IIT Delhi) to scale up its graduate programmes in the engineering and computing fields;

Whereas IIT Delhi has agreed to assist AAU to scale up AAU's master's programmes in as many disciplines, number of candidates, and through feasible modalities as AAU and IIT-Delhi shall mutually professionally determine on the basis of this Agreement;

Whereas AAU and IIT Delhi (hereafter the Parties) agree that the role of IIT Delhi shall be to facilitate the engagement through its Continuing Education Programme (CEP) and Industrial Research & Development (IRD) mechanisms of its academic units, professors, and if necessary a consortium of Indian universities in the execution of this Agreement;

Whereas the programmes would be operated through its CEP unit, all references to the commitments of IIT Delhi in this document refers to the commitment of CEP unit to carry out the tasks.

Whereas AAU commits itself to make payments to IIT Delhi in US dollars and in kind for its professional services as provided for in this Agreement;

Now therefore the Parties have agreed as follows:

1. Interpretation and Definitions

1.1 "academic units" shall mean departments and faculties of IIT Delhi.
1.2 "consortium of Indian universities" shall mean any one or more other IITs. IIT Delhi may make such arrangements to execute its obligations under this Agreement without additional cost to AAU other than which is specified in this Agreement.
1.3 "the/this Agreement" means this Framework Agreement with its Annexure "A" and further agreements that may be made by the Parties, which shall constitute annexure hereto.
1.4 "the Parties" means AAU and IIT Delhi.
1.5 "the effective date" means the date of last signature of this Agreement, unless agreed otherwise between the Parties.
1.6 "the students" means students enrolled on the basis of this Agreement.
1.7 "the Ministry" means the Ministry of Education of the Federal Democratic Republic of Ethiopia.
1.8 "the signature date" means the date on which this Agreement is signed by the last of the Parties to do so.
1.9 "assist/agree/facilitate" means to put its best efforts to achieve full compliance with this Agreement.
1.10 "subsequent written agreements" means minutes, exchange of formal and/or electronic notes, jointly signed documents, mutually accepted proposals, etc. made subsequent to this Agreement on issues of the Agreement, and the contents of which show mutual agreement by the Parties.
1.11 "Final Report of the Feasibility Study of May 2008" refers to the final report of Feasibility Study carried out by a team of faculty members of IIT Delhi led by Prof. M. Balakrishnan.
1.12 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships and bodies corporate and vice versa.
1.13 The head notes to the clauses of this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2. Scope of the Agreement

2.1 The Agreement shall apply to the explicit contents of this Agreement and of subsequent written agreements by the Parties that shall constitute annexure hereto.
2.2 The Agreement shall cover all or any agreements the Parties agree on the basis of this Agreement.
2.3 The agreement applies for a duration specified in Section (3), unless the Parties mutually agree in writing to extend it.

3. Duration

The Agreement shall commence on the effective date and shall thereafter continue for up to four (4) years and may be extended as agreed upon between the Parties. All pipeline students shall be afforded the opportunity to complete their studies as provided for in this Agreement once the Agreement is terminated.

4. Undertaking

4.1 AAU shall pay the programme costs due to IIT Delhi subject to the terms and conditions set out in this Agreement.
4.2 IIT Delhi through its CEP and IRD units undertakes to facilitate proper execution of this Agreement by its academic units, professors, and the consortium of Indian universities it may establish in accordance with the
terms and conditions of this Agreement and as the Parties may mutually further determine.

4.3 The Parties hereby undertake to comply with all obligations within the time frames specified in this Agreement and as they may be further mutually agreed upon between the Parties.

5. **Programmes, Selection and Enrollment of Students**

5.1 The programmes covered by this Agreement shall be master's graduate programmes in engineering and the computing fields as the Parties shall mutually agree upon.

5.2 AAU shall select and enroll the graduate students in accordance with its own established rules and procedures and as may be advised by the Ministry.

5.3 The total number of students covered in this Agreement on the maximum may not exceed 1500 (one-thousand and five hundred) students for the duration of this Agreement.

5.4 AAU shall provide a list of enrolled students to IIT Delhi consisting of the names and ID numbers of the students enrolled; and IIT Delhi shall notify AAU on the date of commencement of course delivery upon its receipt of the list of enrolled students.

5.5 AAU shall immediately notify IIT Delhi on cancellation of any of the student's enrollment.

5.6 The details pertaining to academic calendar, notification of enrolled students, student assessment and notifications of assessment results shall be as provided for in this Agreement and as may be further agreed upon by the Parties.

6. **Payment Terms and Refunds**

6.1 AAU shall pay to IIT Delhi the annual programme costs in three equal instalments through a Bank Account of IIT Delhi in India. First installment would be paid at least 30 days before the start of the programme, whereas the second and third instalments would be paid within 30 days of AAU getting the first and second semester results from IIT Delhi.

6.2 The programme costs and ancillary payments due to IIT Delhi shall be as in Annexure "A" (II) of this Agreement, which shall remain in force throughout the duration of this Agreement.

7. **Obligations of IIT Delhi**

7.1 IIT Delhi shall provide course work to students selected and enrolled by AAU, through two-way video conference, give and correct assignments, conduct student assessments/examinations, mark and grade the examination papers, and submit the student assessment results to AAU, which shall convert the assessment results into its own letter grading system and determine the academic status of the students.
7.2 IIT Delhi shall also advise and support as may be necessary the Ethiopian student supervisors, laboratory faculty mentors and coordinators, who shall constitute the counterparts to the IIT Delhi professors for providing the local mentoring and conducting the laboratory classes/assignments.

7.3 IIT Delhi shall appoint a Programme Coordinator for each Programme approved to be initiated by the Ministry.

7.4 IIT Delhi shall submit student results to the Dean of the Faculty of Technology of AAU in an authenticated electronic version and in a hard copy within the due date the Parties shall agree upon.

7.5 IIT Delhi shall also submit to the Dean of the Faculty of Technology AAU applicable model answers for written examinations along with the submission of results at the end of each semester.

7.6 IIT Delhi shall use its best efforts towards achieving successful completion of courses by all enrolled students, including by administering supplemental exams as shall be agreed upon by the Parties.

7.7 The programmes in which IIT Delhi shall offer courses shall consist of any or all of the disciplines indicated in Annexure "A," provided AAU so wishes and IIT Delhi feels competent and prepared to deliver.

7.8 IIT Delhi shall develop and determine the appropriate curricula, subject to concurrence by AAU.

7.9 IIT Delhi shall determine the academic calendar, with which AAU shall comply, except where the Parties mutually agree to modify or adjust it. The Parties understand and accept the academic calendar proposed in the "Final Report of the Feasibility Study " of May 2008 as the academic calendar to start with.

7.10 IIT Delhi shall ensure that the normal course work is covered and completed in one academic year, except in the case of students who may take further supplemental exams.

7.11 IIT Delhi will use its best efforts towards ensuring that students completing its coursework shall have no limitations in terms of breadth and depth of the subject matter, but for the student's level of achievements and the thesis work, to join any IIT or any other university for their graduate studies, and in this regard the students shall have achieved upon the completion of the coursework a respectable qualification equivalent to MSc in engineering, although attained through coursework only.

7.12 IIT Delhi shall assist AAU with technical advice on laboratory and other equipment needs, the use of such equipment, so as to pursue upgradation of its Faculty of Technology into Institute of Technology.

8. Obligations of AAU

8.1 AAU shall select, approve, and enroll students and submit the list of enrolled students in each course to IIT Delhi. It shall also submit to IIT Delhi course-wise list of students whose enrollment may be cancelled or may discontinue the programme for one reason or another.
8.2 AAU shall identify the priority programmes in which students shall be enrolled and the Parties agree that the number of students enrolled in a specific programme in a given academic year shall be normally 50. Under special circumstances for a specific course, this numbers can marginally exceed 50 but should be restricted to a maximum of 55. In this regard, the Parties accept to start with the pertinent contents of the "Final Report of the Feasibility Study" of May 2008.

8.3 AAU based on the student preferences would decide which of the elective courses should/should not be offered.

8.4 AAU shall select and appoint a programme coordinator, discipline coordinators, and student supervisors (mentors) and take all other necessary programme measures recommended in the "Final Report of the Feasibility Study" of May 2008 submitted to the Ministry to ensure smooth and successful execution of the programme. On all academic matters related to a specific programme, programme coordinator of AAU would be in touch with the programme coordinator at IIT Delhi and vise versa.

8.5 AAU shall determine the academic status of the students, run on its own the thesis work of students who complete the coursework, and award degrees or diplomas on the basis of its own procedures and Senate decisions.

8.6 AAU shall provide video-conferencing, laboratory, and other facilities necessary for the programme at the Ethiopian end and facilitate their normal functioning.

8.7 AAU shall effect payment of programme fees as well as ancillary payments to IIT Delhi in accordance with the stipulations under (6) of this Agreement and Annexure "A" hereto.

8.8 AAU shall prepare and submit a report on the working of the programmes on a quarterly basis and submit the same to IIT Delhi and the Ministry.

9. Dispute Resolution

9.1 If any dispute arises in regard to this Agreement while the agreement exists or relating to the termination thereof, the Parties shall make all reasonable attempts to resolve the dispute.

9.2 Any dispute arising from or in connection with this Agreement which cannot be resolved between the two Parties shall be resolved through arbitration. The arbitrator would be appointed by the Ministry in consultation with the Director IIT Delhi, whose decision shall be binding and final.

10. Notices and Address

The Parties choose as their respective permanent address for all purposes under this Agreement, whether in respect of notices or any documents or communications of whatsoever nature, the following addresses:

Addis Ababa University
Dean, Faculty of Technology
Indian Institute of Technology Delhi
CEP Coordinator
QIP/CEP Office
Vishwakarma Bhavan, I.I.T. Delhi,
Hauz Khas, New Delhi 110016
Tel. No: 91-11-26591915
Fax No: 91-11-26581069
E-mail address: qipcep@admin.iitd.ac.in

10.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and appropriately addressed.

10.2 A Party that shall make any partial or complete change of its address must inform the other Party within a reasonable time of the date of change.

10.3 Any Notice to a Party:

10.3.1 Sent by prepaid registered post (by e-mail if appropriate) in a correctly addressed envelope to it at its address shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).

10.3.2 Delivered by hand to a responsible person during ordinary business hours at his address shall be deemed to have been received on the day of delivery.

10.3.3 Sent by telefax to the telefax number chosen by the addressee for the purpose of this Agreement shall be deemed, unless the contrary is proved, to have been received by the addressee on date of transmission of the telefax.

10.4 Without prejudice to anything to the contrary herein contained, a written notice of communication actually received by a Party shall be an adequate written notice of communication to it notwithstanding that it was not sent or delivered at its chosen address or telefax number (as the case may be).

11 Entire Contract
The Parties record that this document with its Annexure "A" constitutes the entire contract between them and declare that there are no prior, ancillary or collateral agreements between them.

12 Non-Variation
No alteration, variation, suspension or consensual cancellation of or to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties.

13 Non-Waiver
No latitude, extension or other indulgence which may have been given or allowed by either Party ("the grantor") to the other in respect of any obligation hereunder shall under any circumstances operate as a waiver or novation, or otherwise affect, any of the grantor's rights in terms hereof or arising here from or preclude the grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

14 Termination
Either Party shall be entitled to terminate this Agreement on written notice to the other Party in the event of the other Party committing a breach of the terms and conditions of this Agreement, all of which are declared to be material, and failing to remedy the breach within thirty (30) days of the written notice calling upon such Party to remedy the breach complained of.

Signed at New Delhi, India on this the 15th day of July 2008.

As Witnesses:

1. Dr. Adhana Haile Adhana, State Minister of Education

2. Dr. Bayou Chane, Dean of Faculty of Technology, AAU

for: Addis Ababa University,

being duly authorized there to

Signed at New Delhi, India on this the 15th day of July 2008.

As Witnesses:

1. Prof. Surendra Prasad, Director, IIT Delhi

2. Prof. M. Balakrishnan, Dean(PGS&R), IIT Delhi

for: IIT-Delhi, being duly authorized there to

Signed at New Delhi, India on this the 15th day of July 2008.
Annexure "A"

I. Programmes and Projected Number of Students

The proposed programmes and projected number of students as well as date of programme commencement for those programmes where faculty including programme coordinators at IIT Delhi have been identified is indicated in Table A1, below:

Table A1: Programmes, Projected Number Students, and Date of Commencement

<table>
<thead>
<tr>
<th>Programme</th>
<th>Projected Number of Students</th>
<th>Commencement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Technology &amp; Mgt.</td>
<td>50 50 50 50 200 1st September, 2008</td>
<td></td>
</tr>
<tr>
<td>Chemical Engineering</td>
<td>50 50 50 50 200 1st September, 2008</td>
<td></td>
</tr>
<tr>
<td>Electronics &amp; Computer Engineering</td>
<td>50 50 50 50 150 1st February, 2009</td>
<td></td>
</tr>
<tr>
<td>Manufacturing Engineering</td>
<td>50 50 50 50 150 1st February, 2009</td>
<td></td>
</tr>
<tr>
<td>Land and Water Management*</td>
<td>50 50 50 50 150 1st February, 2009</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100 250 250 250 850 1st September, 2008</td>
<td></td>
</tr>
</tbody>
</table>

* Subject to AAU’s final decision on the Programme

In addition, Ministry has desired a need for starting programmes with expected start dates and projected student numbers in the disciplines indicated in table A2. As of signing this agreement, no faculty team at IIT Delhi has been identified for these programmes and thus no commitment from IIT Delhi is made. IIT Delhi agrees to explore the possibility of initiating these programmes as and when appropriate and willing faculty teams could be identified in accordance with the indicated timelines.

Table A2: Additional Programmes, Projected Number, and Commencement Date as identified by the Ministry

<table>
<thead>
<tr>
<th>Programme</th>
<th>Projected Number of Students</th>
<th>Possible Commencement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>50 50 50 50 150 1st September, 2009</td>
<td></td>
</tr>
<tr>
<td>Civil Engineering</td>
<td>50 50 50 50 150 1st February, 2009</td>
<td></td>
</tr>
<tr>
<td>Mechanical Engineering</td>
<td>50 50 50 50 150 1st February, 2009</td>
<td></td>
</tr>
<tr>
<td>Software Engineering</td>
<td>50 50 50 50 150 1st September, 2009</td>
<td></td>
</tr>
<tr>
<td>Information System</td>
<td>50 50 50 50 150 1st September, 2009</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>250 250 250 750 1st September, 2009</td>
<td></td>
</tr>
</tbody>
</table>
While the proposed programmes, projected number of graduate students, and commencement date of programmes shall be as indicated in the table, actual programmes, commencement date, and maximum actual number of students shall be determined by supply of graduate students, preparedness of the Parties, capacity of the video conferencing facilities, and the Parties' mutual wish to continue the programme as indicated on the basis of results of their annual evaluations.

II. Payment Scheme

All payments by AAU are calculated in US dollars and payments shall be made in the same currency as fixed in this payment scheme.

All payments already made to IIT Delhi by the Ministry for the feasibility study and submission of "Final Report of the Feasibility Study" shall be considered as having been made under this Agreement for carrying out the feasibility study. The Parties understand and accept that there are no outstanding or obligatory payments to be made by AAU in this regard.

AAU therefore has obligations to make only the following payments under this Agreement:

- Payment of USD 19,000 (nineteen thousands) per course, for a total number of nominally 12 courses per programme per year, or a total amount of USD 228,000 per year per programme in which nominally 50 students shall enroll and complete ten (10) out of twelve (12) courses in a year, consisting of two semesters as recommended by IIT Delhi. If the number of courses were to be less the amount of programme costs shall also be less by USD 19,000 per course.

- Payment of USD 5000 for each IIT Delhi programme coordinator per year. The number of programme coordinators shall be one coordinator per each programme (i.e., to start with five coordinators for "construction technology", "chemical engineering", "manufacturing engineering", "electronics and computer engineering" and "land & water management"). The payment in this regard shall be only for programmes that are offered and for the number of years (student batch-year) they are offered.

- In case the Parties jointly agree and find it necessary for professors from IIT Delhi to travel to Ethiopia and work for sometime under this Agreement, AAU shall cover their travel costs with business-class tickets by Ethiopian Airlines, their full lodging at Ghion Hotel or at any other hotel of the same standard, and an allowance for out of pocket expenses of USD fifty (50) per day per professor for only the duration of the workdays at AAU. In case this happens the Parties shall determine jointly in advance the tasks to be achieved and the duration (hours, and hence days) necessary to accomplish the tasks. AAU shall make the travel and lodging arrangements and facilitate proper
execution of the tasks, while IIT Delhi shall be responsible for the professional and timely execution of the tasks.

- AAU shall make a one-time contribution of USD five-thousand (5000) for preparing/renovating the infrastructure at the IIT Delhi end.
- Any other necessary payment by AAU shall be as negotiated and agreed upon by the Parties and approved by the Ministry.
- All payments due to IIT Delhi shall be effected by the Ministry on behalf of AAU upon written authorization of AAU.
- Payments of programme costs due to IIT Delhi shall be made in three installments. First installment would be paid at least 30 days before the start of the programme, whereas the second and third installments would be paid within 30 days of AAU getting the first and second semester results from IIT Delhi.
- Payment to support the setting up of the infrastructure facility at IIT Delhi's end shall be made in full at least thirty (30 days) before the commencement of the first semester of the first year course offerings.

III. Organization

IIT Delhi shall appoint individual programme coordinators for each programme to ensure that the programme is effectively run and sustained from its end.

AAU shall appoint an overall programme coordinator, discipline coordinators, and student supervisors (mentors) and thus run the programme effectively from its end.

The CEP coordinator at IIT Delhi and Dean of the Engineering faculty at AAU shall oversee and ensure the smooth functioning of the programme from each end; and shall communicate to each other as necessary and at no cost to either Party.

IV. Reporting

The Faculty of Technology of AAU shall submit quarterly and end-of-Semester reports to the Ministry containing verified information on enrolled students by discipline, commencement and running of programmes, and the semester results. Any difficulty shall be reported however as soon as it is anticipated or as soon as it occurs and is verified. IIT Delhi shall submit a report to the Ministry at the end of each semester. Reports to and by the Parties shall be as stipulated in this Agreement and as may be further agreed upon by the Parties.
Amendment and Addendum to the General Framework Agreement

Between

Addis Ababa University (AAU)
and
Indian Institute of Technology Delhi (IIT Delhi)

Preamble

Whereas AAU and IIT Delhi are Parties to the General Framework Agreement signed on July 15, 2008;

Whereas the Parties run MTech programmes in accordance with the General Framework Agreement and have developed mutual trust and understanding based on implementing the programmes;

Whereas IIT Delhi has acceded to the request by AAU to make an amendment and an addendum to the General Framework Agreement;

Now therefore the Parties have further agreed as follows:

I. Interpretations and Definitions


2. "Amendment," hereafter the Amendment, means the changes in Section II hereunder introduced to the General Framework Agreement.

3. "Addendum," hereafter the Addendum, means additions to the General Framework Agreement made under Section III, including all of its subsections (i-xv) and Annexures "A" and "B," hereunder.

4. Terms defined in the General Framework Agreement shall have the same meaning in the Amendment and the Addendum, together hereafter the Additional Agreement.

II. The Amendment

1. The Parties have agreed to raise the number of students in a batch attending courses in any one of the MTech programmes from 55 to 65. This is subject to the
class room infrastructure being upgraded to enable the instructor to interact with all the students in the class.

2. IIT Delhi accepts that AAU may make access to the programmes open to its own students and faculty without any additional charge. Further, it can make use of the material for training in the Ethiopian public university education system on non-commercial and non-profit basis with a nominal charge that would be notified by and paid to IIT Delhi. This step by AAU does not entail to IIT Delhi any further obligation.

3. The Amendment shall commence on the effective date of this Additional Agreement and thereafter continue for the duration of the General Framework Agreement.

4. The Parties have agreed that routine programme management, on the AAU end, may devolve to the respective two Institutes of Technology of AAU as soon as circumstances may permit.

5. AAU shall continue as the Party to the General Framework Agreement and to the Additional Agreement.

III. The Addendum

i. General

1. The Parties have agreed to establish academic cooperation and institutional linkage on the basis of the Addendum.

2. The Parties have further agreed to cooperate in Ethiopian PhD faculty development and other academic areas of mutual interest.

3. The Parties have also agreed to conduct their academic cooperation and institutional linkage in accordance with the provisions of the Addendum, which includes also its Annexures "A" and "B".

4. The Parties understand and accept that the signatories of the Addendum are duly authorized official delegates of their respective institutions.

ii. Scope

1. The Addendum shall apply to its explicit contents, its annexure, and to any subsequent written agreements or exchange of official letters, signed by duly authorized persons of the Parties in pursuit and in accordance with the Addendum and that the agreements shall constitute annexure to the Addendum.
2. The Addendum shall cover PhD programmes and all academic areas of cooperation the Parties have agreed to hereunder and may agree upon in accordance with the Addendum.

3. The Addendum shall remain effective for the duration as specified under subsection (iii), hereunder.

iii. Duration

1. The Addendum shall commence on the effective date, continue thereafter up to the end of 2015; and may be extended as may be agreed upon by the Parties.

2. All activities in progress shall be completed in accordance with the Addendum once the Addendum is terminated, unless the Parties mutually agree also to terminate any or all of the activities.

3. There shall be no compensations for due-process termination of the Addendum as provided for in subsection (xv) of the Addendum, except for effecting payments to IIT Delhi by AAU of unpaid funds for performed professional services in accordance with the Addendum or refunds to AAU by IIT Delhi of inadvertent or excess advance payments made to IIT Delhi by AAU.

iv. Areas of Cooperation

1. The areas of academic cooperation may include Ethiopian faculty development, graduate student exchange, faculty exchange, joint research or facilitation of research, exchange of research results, access to institutional digitized library resources by visitors to IIT Delhi and any other academic activities described in the annexure or as may be mutually agreed upon by the Parties.

2. Faculty development in this Addendum may cover Ethiopian faculty development in PhD programmes in all fields where IIT Delhi may possess the competence and the Parties may agree mutually to use that competence.

3. The PhD programmes may be online, sandwich, residential or any practicable combinations of any of these or all, as may be planned and mutually agreed upon by the Parties.

4. The details pertaining to academic calendar, student assessment and notifications of assessment results shall be as provided for in the Addendum and as may be further agreed upon by the Parties.

v. Undertaking
1. AAU shall pay the programme fees due to IIT Delhi subject to the terms and conditions set out in the Addendum.

2. IIT Delhi undertakes to ensure proper execution of the Addendum by its academic units, professors and any consortium of Indian Institutes or Indian Universities it may establish to ensure full compliance with its obligations provided for under subsection (vi) of the Addendum.

3. All academic rules and regulations of IIT Delhi would be applicable to all students covered by this MoU.

4. The Parties hereby undertake to comply with all obligations provided for in the Addendum.

vi. Obligations of IIT Delhi

IIT Delhi undertakes to:

1. offer the academic services of its faculty, academic units, and its facilities (laboratory, library and workshops) for Ethiopian PhD candidates in specializations of its competence, to the extent of its capacity, and as may be requested by AAU and as the Parties may mutually agree upon;

2. educate Ethiopian PhD candidates through modes of learning as may be agreed upon by the Parties and on the basis of fees that may be mutually determined by the Parties;

3. advise and support as may be necessary the Ethiopian supervisors and programme coordinators, who shall constitute the counterparts to IIT Delhi professors and coordinators;

4. appoint the necessary number of programme coordinators at its end as may be agreed upon by the Parties;

5. supply AAU with complete soft-copy catalogues of all its pertinent graduate regular programmes and the curricula in use for all of the PhD graduate programmes as may be agreed upon by the Parties in accordance with the Addendum;

6. submit as may be applicable to the Ethiopian academic officer designated by AAU evaluated theses and student results in electronic versions and as authenticated hard copies within the due date the Parties may agree upon;

7. use its best efforts towards achieving successful completion of tasks by all enrolled and continuing students, as shall be agreed upon by the Parties;
8. develop and determine the curricula, subject to concurrence by AAU;

9. determine the academic calendar, with which AAU shall comply, except where the Parties may agree mutually to modify or adjust it;

10. ensure that the academic work is covered and completed within the specified academic calendar;

11. supply adequate number of fundamental title copies of reference books for each programme of each discipline, and an up-to-date list of titles of books and journals that may be necessary as references for each discipline of each programme;

12. assist AAU with technical advice on equipment needs so as to enable AAU to build the capacities of its institutes of technology in the programmes mutually agreed upon by the Parties;

13. provide access, on request basis the reference material specifically required by the PhD students in whose education it is involved and for their Ethiopian supervisors or mentors;

14. facilitate study and research work of Ethiopian PhD candidates who may conduct part of their studies and/or research work at IIT Delhi and academic work of Ethiopian faculty who may have to visit IIT Delhi under this Addendum;

15. provide education and award appropriate degrees upon graduation to Ethiopian PhD students who may be enrolled in its residential programmes on the basis of arrangements made under this Addendum or fulfill its obligations in this regard as may be agreed upon by the Parties;

vii. Obligations of AAU

AAU undertakes to:

1. decide on the programmes, number of candidates and modes of learning it seeks for the academic services of IIT Delhi and obtain agreement by IIT Delhi;

2. select and enroll candidates who shall register with it and submit to IIT Delhi the list of enrolled candidates in each discipline of each programme;

3. select and submit to IIT Delhi the list and academic credentials of PhD candidates;
4. notify IIT Delhi with the course-wise list of students whose enrollment under this Agreement may have been cancelled or who may have discontinued the programme for one reason or another.

5. decide on the priority programmes in which candidates shall be enrolled and the Parties shall agree on the number of candidates that may be enrolled in each specific programme.

6. appoint a programme coordinator, discipline coordinators, and student supervisors to manage the programmes from its side and take any other measures to ensure successful operations of the programmes;

7. provide laboratory, and other facilities necessary for the programme at the Ethiopian end and facilitate their normal functioning;

8. negotiate the amounts of payments, modalities of payment, and ensure payments are effected as may be agreed upon by the Parties;

9. determine the academic status of students enrolled with it under joint programmes and award degrees on the basis of its own procedures;

10. prepare and submit annual programme budgets to the Ministry and administer the budget as well as submit quarterly reports on budget utilization and programme performance to the Ministry;

viii. Currency, Amounts of Fees, Systems of Payments and Refunds

1. The type and amounts of fees shall be negotiated by the Parties and paid by AAU in the United States dollar, without reference to foreign exchange fluctuations of the dollar against the Ethiopian birr, the Indian rupee, or against any other foreign currency.

2. Amounts of payments pertaining to PhD programmes shall be negotiated on the basis of a candidate and mode of delivery of the programme or the academic and other academic services required from IIT Delhi.

3. Programme fees for PhD programmes shall be paid in accordance with the provisions of subsection (viii) (4) of the Addendum, but the amounts and the number of the installments shall depend on the nature of the activities to be accomplished by IIT Delhi and the timing of the activities as shall be agreed upon by the Parties in accordance with the provisions of subsection (viii) (2) of the Addendum.

4. The maximum time limit of effecting payments by AAU to IIT Delhi shall be within the first thirty (30) days of programme commencement for advance payments and within thirty (30) days of submission of student results or report of
accomplishments of activities by IIT Delhi to AAU at the end of each semester or at the end of the timeline of the activities. Any necessary customization of these provisions for PhD or other activities may be made as may be agreed mutually upon by the Parties.

5. Payments negotiated and agreed upon by the Parties in accordance with the provisions of subsection (viii) (1-4, inclusive) of the Addendum shall cover all types of fees necessary for the successful completion of the Ethiopian faculty development programmes by IIT Delhi and at IIT Delhi's end.

6. The amounts and payment systems of fees of other academic activities indicated in the annexure may be negotiated and agreed upon separately by the Parties. The agreements by the Parties shall have to be endorsed by the Minister only in cases where AAU may not cover the fees from its regular budget.

7. The Provisions of subsection (viii) of the Addendum shall be binding on the Parties upon signature by the Parties and subsequent endorsement by the Minister of the provisions and the negotiated fees and systems of payments. The programme fees agreed upon by the Parties and endorsed by the Minister shall remain unchanged for the duration of the Addendum.

8. Payments by AAU to IIT Delhi shall be made through a State Ethiopian bank to an IIT Delhi bank account in India notified officially by IIT Delhi to AAU.

9. The Ministry guarantees that AAU's financial commitments to IIT Delhi in accordance with the Addendum shall be honoured, provided they have been endorsed by the Minister.

10. Funds transferred to IIT Delhi in excess of the amount or for one reason or another, including termination, are found to be in excess of the amount due to IIT Delhi shall be refunded by IIT Delhi to an AAU bank account maintained with the Commercial Bank of Ethiopia, as notified to IIT Delhi by AAU, within a maximum of thirty (30) days of notification by AAU or its discovery by IIT Delhi.

11. Neither the Ministry nor the Parties shall be liable for delays in receipt of payments by IIT Delhi or receipt of refunds by AAU due to bank procedures at the Ethiopian or Indian end. The Parties shall endeavour nevertheless to ensure that no unnecessary delays occur at each other's end.

ix. Dispute Resolution

1. If any dispute arises in regard to the Addendum while the Addendum exists or relating to the termination thereof, the Parties shall make all reasonable attempts to resolve amicably the dispute.
2. Any dispute arising from or in connection with the Addendum which cannot be resolved amicably between the Parties shall be resolved through arbitration. The Arbitrator would be appointed by the Ministry in consultation with the President of AAU and the Director of IIT Delhi. The decision of the arbitrator shall be binding on the Parties.

3. The Ministry shall ensure that the decision by the Arbitrator is honoured by any or both of the Parties.

x. Notices and Address

1. The Parties choose their respective permanent address for all purposes under this Agreement, whether in respect of notices or any documents or communications of whatsoever nature, the following Address:

**Addis Ababa University**

Vice President of Research and Graduate Studies  
Addis Ababa University,  
Addis Ababa, Ethiopia  
P.O. Box:  
Tel. No.:  
Fax No.:  
E-mail address:

**Indian Institute of Technology Delhi**

Director  
Indian Institute of Technology Delhi  
Hauz Khas, New Delhi – 110 016, India  
Tel. No.: 91-11-26591701  
Fax No.: 91-11-26582659  
E-mail address: director@admin.iitd.ac.in

2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and appropriately addressed.

3. A Party that shall make any partial or complete change of address must inform the other Party within a reasonable time of the date of change.

4. Any notice to a Party:
4.1 Sent by prepaid registered post (by e-mail if appropriate) in a correctly addressed envelope to it at its address shall be deemed, unless the contrary is proved, to have been received on the 7th business day after posting;

4.2 Delivered by hand to a responsible person during ordinary business hours at his address shall be deemed to have been received on the day of delivery;

4.3 Sent by telefax to the telefax number chosen by the addressee for the purpose of this Agreement shall be deemed, unless the contrary is proved, to have been received by the addressee on the date of transmission of the telefax;

4.4 Without prejudice to anything to the contrary herein contained, a written notice of communication actually received by a Party shall be an adequate written notice of communication to it notwithstanding that it was not sent or delivered at its chosen address or telefax number (as the case may be).

xi. **Entire Contract**
The Parties record that the Addendum with its Annexure "A" and "B" constitute the entire contract between them and declare that there are no prior, ancillary or collateral agreements between them, except for the General Framework Agreement as amended by this Additional Agreement.

xii. **Non-Variation**
No alteration, variation, suspension or consensual cancellation of or to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties.

xiii. **Non-Waiver**
No latitude, extension or other indulgence which may have been given or allowed by either Party ("the grantor") to the other in respect of any obligation hereunder shall under any circumstances operate as a waiver or novation, or otherwise affect, any of the grantor's rights in terms hereof or arising here from or preclude the grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

xiv. **Effective Date**

1. The Additional Agreement shall be effective on the date of its signature by the Parties and its endorsement by the Minister.

2. The Minister shall notify officially his endorsement of this Additional Agreement to AAU by a letter from the Ministry and to IIT Delhi through the Embassy of the Federal Democratic Republic of Ethiopia to India.
xv. **Termination**

Either Party shall be entitled to terminate the Addendum on written notice to the other Party in the event of the other Party committing a breach of the terms and conditions of the Addendum, all of which are declared to be material, and failing to remedy the breach within thirty (30) days of the written notice calling upon such Party to remedy the breach complained of.

Signed at Addis Ababa, Ethiopia on

As Witness

1. Dr. Nurelepne Tefere

2. Bof. Teketel Yohannes

For: Addis Ababa University, being duly authorized thereto

Signed at New Delhi, India on 26\textsuperscript{th} March 2010.

As witness

1. Chand

2. T. Chander

For: Indian Institute of Technology Delhi, being duly authorized thereto
Annexure "A"

Specifications of PhD Programmes

1. Programmes
The PhD programmes shall consist of specializations in the fields of Computing and Engineering and other related specializations in the fields of the basic sciences AAU may determine and IIT Delhi may agree upon to offer.

2. Programme Commencement
- Programmes shall commence with a specified number of candidates as soon as practicable once the Parties have agreed on the fields, number of candidates, the modes of learning (co-advising, sandwich, residential, block teaching, etc.) and the amounts of fees as well as the systems of payment.
- Notwithstanding the above, commencement of PhD programmes shall be no later than July 2010.
- Continuation of programmes shall be in accordance with mutual agreement by the Parties.

3. Curricula
- Curricula of residential programmes shall be standard IIT Delhi curricula offered to regular PhD graduate students.
- Curricula or curricula support in non-residential programmes shall be as may be agreed upon by the Parties, notwithstanding of which, IIT Delhi shall maintain the standards of its equivalent regular programmes in the fulfillment of its responsibilities.
- It would be attempted that PhD research by Ethiopian candidates of the programme shall be on Ethiopian needs and priorities.
- IIT Delhi shall provide AAU with a complete profile of the professors that shall deliver each programme and the teaching staff to participate in the programme shall be scholars with PhD and adequate research experience and entitled to supervise research students at IIT Delhi.

4. Student Assessment
- The systems and standards of assessment shall depend on the nature of IIT Delhi's responsibility in the respective programmes the Parties may agree upon and IIT Delhi shall accomplish professionally its responsibility.
- Assessments shall be made timely, conducted professionally and student results submitted punctually to AAU.
- If AAU were to grant the degrees, it shall determine the academic status of students in accordance with its own procedures on the basis of also the results submitted by IIT Delhi.
5. **Modes of Learning**
   - The modes of learning and the role and obligations of IIT Delhi shall be determined by the Parties.
   - IIT Delhi shall provide the necessary facilities and other academic services as may be agreed upon by the Parties.

6. **Quality Assurance**
   - IIT Delhi has the responsibility for quality assurance of the programmes or aspects of the programmes it may agree to undertake.
   - AAU shall also operate as a quality assurance agency in the case of sandwich or other non-residential programmes or academic activities and in all research work.

7. **Admission and Number of Candidates**
   - Admission to the Ph.D. programmes would be through the normal admission process of IIT Delhi as applicable to foreign students. Number of candidates in a batch in each programme shall be decided by the Parties.

8. **Fees in USD**
   - The programme fees in USD shall be as may be negotiated and agreed upon by the Parties and endorsed by the Minister.
Annexure "B"

Indicative Descriptions of Other Areas of Academic Cooperation

1. Academic Staff Exchange
Academic staff exchange between AAU and IIT Delhi may include any or all of the following:

1.1 IIT Delhi academic staff's periodic visit to and stay at AAU for block teaching, PhD supervision, as external examiner, capacity building, presentation of special lectures and seminar papers and joint research field work with AAU academic staff or PhD students.

1.2 Academic staff of AAU may also visit IIT Delhi particularly to familiarize themselves with academic processes in their respective disciplines, to use academic facilities for particular research, or to conduct library research and learn how institute-industry linkage works.

2. Facilitation for Graduate Students
AAU and IIT Delhi may also facilitate for graduate students who find it necessary to conduct their research work in one of the institutions. Cooperation in this regard may include:

2.1 use of library resources within the constraint of IIT Delhi agreement with the publishers
2.2 use of laboratory resources,
2.3 auditing of advanced courses,
2.4 participating in academic seminars,
2.5 accommodation in the institution's premises, and
2.6 academic advice and networking with academics in the discipline.

3. Institutional Technical Assistance and Support
This generally would consist of technical assistance and support by IIT Delhi to AAU to build the institutional capacity of departments of the business and management sciences.

4. Access to Institutional Scientific Research Results and Institutional Digitized Library Resources
AAU and IIT Delhi will open access to each other's published scientific research results.

5. Joint Research
AAU and IIT Delhi may establish joint research programmes focusing on research themes of common interest.

6. Joint Mobilization of Funds
The Parties may work together to mobilize funds for their academic cooperation or reinforce the endeavours of each other.