



Memorandum of Understanding

Academic and Research Collaboration

between

Université de Pau et des Pays de l'Adour, France

and

Indian Institute of Technology Mandi, India

Université de Pau et des Pays de l'Adour,

located Avenue de l'Université, BP 576, 64012 Pau Cedex,

Registered with the INSEE (French National Institute for Statistics and Economic Studies) under (Siret) number 196 402 515 00270 and activity code APE 8542Z, and whose intracommunity V.A.T. number is FR 69 196 402 515,

Represented by its President, M. Laurent BORDES, hereinafter the "UPPA".

And

Indian Institute of Technology Mandi,

located Kamand Campus, VPO Kamand, Distt Mandi-175075, Himachal Pradesh, India

Indian Institute of Technology Mandi

Represented by its Dean (SRIC&IR), Dr. Venkata Krishnan, hereinafter the "IITMandi"

hereinafter referred to individually as "Party" and together as "Parties".

Both universities have agreed to the following protocols governing their collaboration on academic and research related activities:

Scope

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- Academic and Research collaboration in the areas of mutual interest.
- Exchange of academic information, scholarly information, materials and publications.
- Exchange of students and faculty.
- Sponsorship of cooperative seminars, workshops and other academic meetings.
- Organizing workshops in physical or virtual formats for students and faculty from both institutions.

Student Exchange

Pursuant to the agreement for academic exchange, UPPA and Indian Institute of Technology Mandi will exchange students according to the terms laid out in Annexure 1. It is desired by both parties that there will be significant flow of students in both directions.

Faculty Mobility

Faculty mobility between the institutions can take place for a specified duration based on mutual agreement.

Application Agreements

This MOU is an agreement in principle that governs general relations between the Parties.

Before any student/faculty exchange, the Parties shall first have concluded an Application agreement defining its specific features and signed by the Parties' duly authorized representatives.

Each Application agreement shall detail in particular how the collaboration is to be implemented, the respective responsibilities of the two academic establishments, the relevant fields of teaching or research, the student acceptance criteria, the number of students and teachers concerned, the financial issues, the schedule for implementation and the conditions under which cooperation will be supervised.

The Application agreements form an integral part of this Memorandum of Understanding and are subject to the same procedures of approval and signature.

In the event of contradiction between the Application agreement and the Memorandum of Understanding, the Application agreement, tailored to the specific features of the relevant relationship shall take precedence.

Supervisory Committee

A Supervisory committee is instituted to develop and monitor the conditions of cooperation between the Parties under the terms of this Memorandum of Understanding. Membership of the Committee is specified in the Application agreements.

The Supervisory committee will convene whenever it considers a meeting necessary.

Financing

This Memorandum of Understanding does not entail any financial exchange. The financial conditions ensuing from specific collaborations shall be addressed in the corresponding Application agreement for each one.

Confidentiality and Intellectual Property

Each Party shall consider as confidential, and undertakes not to disclose to any other parties in any form whatsoever, any information such as documents, systems, software applications, know-how, methods, knowledge (hereinafter "Confidential Information") received from the other Party or which might come to its knowledge in the course of, or be occasioned by execution of this Memorandum of Understanding, and to use such Confidential Information exclusively for the purposes of execution of the collaboration.

Each Party undertakes on behalf of its personnel that they will comply with the obligation to confidentiality stipulated in this article and take all appropriate measures to guarantee it is fulfilled.

The obligation to confidentiality does not apply to information accessible to the public.

This commitment shall be effective as of the date of signature of this Memorandum of Understanding and shall continue to apply until such time as the information belongs to the public domain, notwithstanding termination or expiry of this commitment.

This Memorandum of Understanding entails no transfer or assignment of intellectual or industrial property rights, no transfer of technology on the information communicated by either Party to the other.

The applicable intellectual property conditions shall be mutually agreed and stipulated where appropriate in each case by the corresponding Application agreement.

Responsibilities – Insurance

Each part shall individually assume any damage or losses of whatever kind, such as, but not limited to direct or indirect material or immaterial damage, or bodily injury caused by its acts and/or goods and/or personnel to the goods or to the person of any third party in the context of this Memorandum of Understanding, and any claims or legal actions that may arise therefrom.

Each part shall individually assume any damage or losses of whatever kind that might be incurred by itself, the personnel it employs and/or the equipment belonging to it arising from execution of this Memorandum of Understanding, except when they result from fault or negligence of the other Party and/or its personnel.

Settlement of Disputes

Should any divergence arise, the Parties shall do their utmost to settle it amicably.

If disagreement persists, the court of the defendant's domicile will be competent.

Approval

The present MOU, signed by the Parties' duly authorized representatives, is subject to the approval of the ministerial authorities in accordance with the applicable regulatory texts in each State concerned.

Termination

The present MOU may be terminated by either Party. Termination shall be effective two (2) months after dispatch by one Party of a registered letter with recorded delivery to this effect addressed to the other Party.

The faculty of terminating the present Memorandum of Understanding does not relieve either Party of the contractual obligations binding on it through to the effective date of termination.

Such termination shall not affect the validity of any ongoing Application agreements which shall continue through to their term in accordance with their provisions.

Duration and Conditions for Renewal

The present Memorandum of Understanding shall come into force on the date of its signature by the last of the Parties. It is concluded for a period of five (5) years. Where national diplomas are concerned, it is limited to the duration of the accreditation.

All the provisions of this Memorandum of Understanding destined to apply after its expiry or termination shall remain in force.

The present Memorandum of Understanding may be amended following a written addendum signed by the Parties materializing their joint consent.

Miscellaneous

No waiver, by either Party, of a breach of this Memorandum of Understanding shall constitute a waiver of any subsequent breach thereof.

In the event that any provision of this Memorandum of Understanding is held to be invalid or otherwise unenforceable, such provision shall be deemed not written while the remaining provisions of the Memorandum of Understanding will continue in full force and effect.

This document is written in four (4) originals, two (2) in French and two (2) in English, both of which versions are validly enforceable.

Signed in Pau, on... 7.3.2022

President of UPPA



V. Krishnan

Signed in ... I.I.T. Mandi on 12.01.2022

Dean (SRIC&IR)

Indian Institute of Technology Mandi

Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India

Annexure

1. This annex concerns Indian exchange students who wish to follow Master's level courses in the ENSGTI Engineering Programmes SIMOS (Simulation and Optimization In Energy Systems) and CPAO (Computer Aided Process Design). These courses are taught in English.
This annex concerns French exchange students who wish to follow the Master's level courses in Mechanical Engineering at IIT Mandi in **Specialization in Energy System and Fluid and Thermal Engineering departments**.
2. Students under the student exchange program will be classified as special exchange students. Special exchange students will be permitted to take courses on credit/audit, as well as participate in research activities/project work.
3. In any case, the consent of the teacher/project supervisors/research supervisors is required. Such consent will take into account among other things whether the student has pre-requisites for the course/project.
4. The Host Institution of students enrolled in this exchange program shall not levy tuition fees. Home Institution may continue to levy fees as applicable.
5. Course credits and grades earned will be determined by the home institution based on the grade report from the host institution.
6. Each institution will accept up to 02 students each year. Each Institution will endeavor to exchange an equal number of students every year.
7. Participants may spend three months (minimum) to not more than one year normally in the exchange program.
8. Exchange period is as follows:
 - May to August (or Mid May to end of July) for Project/ Summer Project/ Research or internship in a lab.
 - January to mid-June for a Virtual and/ or Physical Research Project and/ or course work
 - End of July to December for course work and/ or Projects
9. Participants will be subjected to the rules and regulations of the host institution, in addition to specific rules and regulations, if any, of the host country regarding foreign students studying in the host country.
10. Travel and living costs will be borne by the exchange students.

11. Before their arrival in the host country, the exchange students have to possess a Medical Health Insurance, with repatriation option. The expenses towards purchase of this Medical Health Insurance will be borne by the students.

Selection and nomination

The selection and nomination of students is open throughout the academic year. The student nomination should be accompanied by:

- Curriculum vitae.
- Statement of aptitude from a member of the student's school / faculty.
- A specific outline of the program of study at the host institution and a statement of objectives of the student.

When a nomination is forwarded by the home institution, it is presumed that the sending institution considers the student suitable for the proposed program and consents to send the student if selected by the host institution.

The host institution will evaluate the nomination and determine their suitability for selection under the Student Exchange Program.

Where the exchange student is pursuing a research or implementation project as part of the Dual degree, MBA, M.Sc. and M. Tech - the host institution will provide a suitable faculty member to jointly assist (along with the supervisor in the home institution) the exchange student in formulating research project or jointly supervising the exchange student in the event that a research project has already been identified.

The host institution will inform the home institution of any academic or other problem that may arise during the period of student's residence in the host institution. The host institution will take appropriate action under its established policy and procedures, in consultation with the home institution to deal with such problems.

Signed in Pau, on 15.02.2022

Director of ENSGTI


Le Directeur de l'ENSGTI
Jean-Michel RENEAUME



V. Krishnan

Signed in IIT Mandi, on 12.01.2022

Dean (SRIC&IR) of IIT Mandi

Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India