STUDENT EXCHANGE AGREEMENT

between

INSTITUT MINES-TÉLÉCOM
19 place Marguerite Perey, CS 20031, 91123 Palaiseau, France

and

INDIAN INSTITUTE OF TECHNOLOGY - DELHI
Hauz Khas, New Delhi - 110016, INDIA
Memorandum of Understanding

between

Institut Mines-Télécom, a public establishment of a scientific, cultural and professional nature, duly organized under the laws of France and, having its registered office located at 19 place Marguerite Perey, CS 20031, 91123 Palaiseau, France, duly registered under SIRET No.180 092 025 00154, and duly represented by Ms. Odile GAUTHIER, Executive President or by its authorized representative, hereinafter referred to as IMT.

and

Indian Institute of Technology - Delhi, a university established under an act of the Indian Parliament and given the status of Institution of Eminence (IoE) by Government of India with its main campus located at Hauz Khas, New Delhi-110016, India, duly represented by Prof. V. Ramgopal Rao, Director, hereinafter referred to as IITD.

(herenafter jointly referred to as “the Parties” and singularly as “Party”)

WHEREAS:

In furtherance of the Parties’ Memorandum of Understanding signed in 2016, which serves as the parent document of any program agreement executed between them, as well as their mutual interests in the fields of education and research, IMT and IITD hereby agree to this Student Exchange Agreement.

THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1 – Aim and scope of this agreement

Article 1.1

The main purpose of this agreement is to specify the general terms under which students from one of IMT’s graduate schools, or from IITD, may spend a period of one to two semesters with the host institution as part of a student mobility program. Participating students may elect to register for academic courses or, alternatively, a research internship, subject to availability and in line with the academic requirements set by their home institution.
Article 1.2

The Parties agree to the following general forms of cooperation and general requirements for participating students under this agreement. Detailed conditions for the academic mobility shall be established by specific study plans.

Article 2 – Number of students (quotas)

The coordinators of this agreement identified in Article 6 shall confer yearly to inform each other on their projected student mobility streams for the year. The Parties may not send more than ten (10) students to the partner institution each academic year and should aim at a balanced exchange over the course of this agreement. It is further understood that a two-semester long mobility shall be counted as two individual mobility streams towards the aforementioned quota.

Article 3 – Terms of participation to the exchange program

- Candidates are preselected by the sending institution according to their own rules and regulations. The preselection process should nevertheless be based on candidates’ academic results, motivation and language skills.
- Preselected candidates shall then submit - either directly or via their sending institutions according to the preference of the host institution - the application materials requested by the receiving institution. While the Parties may organize their internal preselection and nomination process as they wish, the final admission of students is always at the sole discretion of the receiving institution.
- The respective deadlines for admitting students shall be specified during the yearly convening of the Parties. They are however understood, at the time of signing this agreement, to be no later than mid-April for applicants to IMT and 31st May for 1st semester and 15th November for 2nd semester applicants to IITD.
- It is further requested that both Parties make every possible effort to process the applications and communicate their outcome as quickly as possible in order to allow for the establishment of contingency plans for unsuccessful applicants.

Article 4 – Study Plan, Course of Study and graduation requirements

Article 4.1 – General principles of the exchange program

- It is generally accepted that participating students will receive tuition in English from their host institution, while having the option of registering for courses in the host institution’s official language when the candidate’s language skills permit it. Students
are expected to demonstrate an intermediate (B2) proficiency level in their chosen language of instruction before enrolling at the host institution.

- Individual study plans for the entire duration of the program may be established and approved by academic representatives from both institutions when necessary before the mobility takes place.
- Participating students will remain administratively enrolled in both their sending and host institutions during the entire length of their program. As such, they remain subject to the rules and regulations of both institutions.
- Host institutions will extend participating students the full set of rights and privileges regularly enjoyed by other students enrolled there, such as their participation to any introductory program that may customarily be arranged for international students. The host institution will make every reasonable effort to assist incoming students in finding appropriate accommodation.
- Both Parties will allow the transfer of successfully awarded credits from the host institution; however, the sending institution remains the sole authority on whether a participating student has fulfilled its own criteria to be awarded the degree it issues.

Article 4.2 – Mobility pattern for students from IMT participating schools

- IMT students having completed a minimum of one year of studies there (consequently, three years of higher education or 180 ECTS overall) are eligible to continue their studies at IITD under this agreement.
- They will spend a maximum of two semesters at IITD, starting either during the Fall or Spring intake, when available.
- Credits successfully earned at IITD may be transferred back by their sending institution in order to allow for the issuance of their diplôme d’ingénieur.

Article 4.3 – Mobility pattern for students from IITD

- IITD students currently enrolled in a Bachelors’ or Dual Degree (B.Tech + M.Tech.) and having completed a minimum of two years under exchange program are eligible to continue their studies in one of IMT’s graduate schools under this agreement. Annex A provides more information on the availability of English-taught programs within IMT’s participating schools at the time of signing this agreement.
- They will spend a maximum of two semesters at their host institution, starting either during the September intake (or August, in case of participation to the French Summer School when applicable (see Article 4.1)) or the January intake, when available. During
this period, the students will complete the program's academic requirements for graduation as set in their individual study plans.

- IITD should recognize the credits successfully earned in the partner institution to a minimum of 12 credits & maximum 24 credits (a full semester’s worth of credits) per semester spent with the partner institution.

Article 4.4 – Grading and transcript issuance

- Each Party shall notify their partner institution, via the issuance of an official transcript, the academic results of each participating student and credits subsequently awarded at the end of each academic year or semester.
- The Parties agree that courses shall be graded and awarded credits according to the rules of the institution when the exam/course is taken.

Article 5 – Tuition fee exemption and costs

- Participating students will pay tuition fees only to their sending institution during the full length of the mobility program according to their respective internal rules and regulations. No tuition fees will be charged by the host institution.
- Both Parties agree to make every reasonable effort to secure, or help students secure, financial support from any possible sources – i.e. European programs, local Embassies, private sponsors, etc.
- Students will be responsible for covering the travel costs to the host country, as well as living and incidental costs related to their stay, including but not limited to visa fees, accommodation, books and equipment, language tuition prior to the commencement of coursework, etc. They are also expected to secure adequate insurance (be it health or personal insurance) according to each country’s applicable rules and regulations for the full length of the student exchange program.

Article 6 – Organisation and coordination of the cooperation

The Parties agree to consult as deemed necessary and to hold any coordination meeting, if required, to discuss on-going and future actions. Proposals for cooperation in specific areas will be communicated to the coordinators designated below to oversee and facilitate the implementation of this MoU. The coordinators will submit the proposals to both Parties for approval.

The designated coordinators of this cooperation are the following:

- The designated coordinator for IMT is Emmanuel Dequeker, Director of International Relations for IMT Lille Douai, emmanuel.dequeker@imt-lille-douai.fr. As of January
2021, IMT Lille Douai is tasked with coordinating IMT's collective actions in the Republic of India.

- The designated coordinator for IITD is Prof. Naveen Garg, Dean AAIP, deanaaip@admin.iitd.ac.in

**Article 7 – Duration and Termination**

Upon approval by the Parties, this MoU shall remain in effect for five (5) years from the latest date of signature unless terminated by either of the Parties. Such termination by one Party shall be effected by giving at least six (6) months advance written notice of its intention to terminate. Termination shall be without penalty. If this MoU is terminated, neither Party shall be liable to the other Party for any monetary or other losses that may result from any termination of this MoU in accordance with the terms hereof. However, commitments to all academic engagements that exist as of the termination will be upheld.

**Article 8 - Data Protection**

In the execution of this MoU, each Party shall at all times comply with its obligations under the regulation (EU) 2016 of the European Parliament and of the Council from April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of directive 95/46/EC (hereinafter: "General Data Protection Regulation" or "GDPR") and the national law of such Party regarding data protection.

Executed by IMT and IITD in duplicate copies, each of which shall be deemed an original.

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<th>Institut Mines-Télécom</th>
<th>Odile GAUTHIER</th>
<th>Date: 2021-05-20</th>
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<td>Executive President</td>
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<td>Indian Institute of Technology - Delhi</td>
<td>Prof. V. Ramgopal Rao</td>
<td>Date: 2021-04-15</td>
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<td>Director</td>
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Annex A – List of eligible programs and courses at IMT’s participating schools

Due to the rapid internationalization efforts undertaken by IMT’s schools, as well as the subsequent dissemination of English-taught courses in their curriculum, IMT’s offer of English-taught courses may evolve substantially during the life of this agreement.

The information below provides an overview of most English-taught options available to a candidate from IITD at the time of signing this agreement. Candidates may alternatively choose to enroll in the French-taught diplôme d’ingénieur, where stricter rules and regulations apply for enrolment:

**IMT Atlantique (1 semester)**
- MSc Architecture and Engineering for the Internet (AEIOT)
- MSc Management of production, logistics and procurement (MPLP)
- MSc Nuclear Engineering - Advanced Nuclear Waste Management (ANWM) or MSc Nuclear Engineering - Nuclear Energy Production & Industrial Applications (NEPIA)
- MSc Project Management for Environmental and Energy Engineering (PBPE)
- MSc Information Technologies (bridging semester) (IT)

**IMT Business School (1 semester)**
- MSc Integrated Master in Management
- MSc International Management
- MSc Management of Innovation in the Digital Economy (MIDE)

**Mines St-Etienne (1 semester)**
- MSc Biomedical
- MSc Materials
- MSc Energy Processes
- MSc Math Applications
- MSc Computer Science

**IMT Lille Douai (1 semester)**
- Composites Materials Science and Manufacturing
- Information and Communications Technology

+ courses in Formation d’Ingénieurs in French

**IMT Mines Alès**
Courses in Formation d’Ingénieurs in French

**IMT Mines Albi**
Courses in Formation d’Ingénieurs in French
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(hereinafter jointly referred to as "the Parties" and singularly as "Party")

*****

WHEREAS:

IMT and IITD

- Jointly seeking to strengthen existing links of cooperation between France and the Republic of India,
- Seeking also to develop cooperation in their respective fields and to define the general rules for such cooperation,

enter into this memorandum of understanding (this "MoU") to cooperate to establish a program of academic and scientific exchange and collaboration in areas of interest and benefit to participating institutions.

THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1 – Purpose

The main purpose of the cooperation is to foster academic and scientific collaboration, provide opportunity for global experience, and facilitate advancement of knowledge based on reciprocity, reasonable effort, mutual benefit, and frequent interactions between the Parties in the fields of education and research.
Article 2 – Scope of cooperation

Article 2.1

To achieve these goals, the Parties will, insofar as the means of each allow:

1. Invite academic representatives of the other Party, when appropriate, to participate in symposia, conferences, short courses and meetings on research issues.
2. Promote institutional exchanges by inviting faculty and researchers of the other Party to participate in a variety of educational and/or research activities and professional development.
3. Exchange information pertaining to developments in education, student development, and research at each Party.
4. Cooperate in joint research programs in areas of mutual interest.
5. Receive selected undergraduate and postgraduate students of the other Party for a period of study, internship or research.
6. Provide joint supervision of master’s and doctoral theses by the academics from both Parties.
7. Engage in any other form of educational, scientific or technical cooperation in agreement with the concerned bodies.
8. Seek funding, where possible, in order to support the collaborative activities covered by this MoU.

Article 2.2

The signing of this MoU does not by itself generate any immediate financial obligation or commitment to implement any program or activity, with respect to either Party.

Article 2.3

This MoU shall be identified as the parent document of any program agreement executed between the Parties in relation to any specific program that the Parties have agreed to implement. Any mutually agreed-to collaborative program or activities will be documented in advance in one or more separate written agreement(s) that detail, among other things, the commitment of resources (financial or otherwise) required by each Party in, and the other agreed to requirements and conditions of, the relevant collaborative program or activities. Any further specific agreements shall not become effective until they have been approved and executed by the duly authorized representatives of the Parties.
Article 3 – Organisation and coordination of the cooperation

The Parties agree to consult as deemed necessary and to hold any coordination meeting, if required, to discuss on-going and future actions. Proposals for cooperation in specific areas will be communicated to the coordinators designated below to oversee and facilitate the implementation of this MoU. The coordinators will submit the proposals to both Parties for approval.

The designated coordinators of this cooperation are the following:

- The designated coordinator for IMT is Emmanuel Dequeker, Director of International Relations for IMT Lille Douai, emmanuel.dequeker@imt-lille-douai.fr. As of January 2021, IMT Lille Douai is tasked with coordinating IMT’s collective actions in the Republic of India.

- The designated coordinator for IITD is Professor Naveen Garg, Dean AAIP, intldean@admin.iitd.ac.in

Article 4 - Miscellaneous

The provisions of this MoU represent IMT’s and IITD’s current intent only and are not intended to create any legally binding agreement. In keeping with the foregoing, each Party retains and reserves all of its rights, including the right to reconsider any of these provisions at any time. Nonetheless, the Parties wish to affirm by this MoU their hopes for a mutually rewarding collaborative relationship founded on the shared objectives stated in this MoU.

The applicable laws to this MoU shall be the laws of France when the cooperation is carried out at IMT, and by the laws of the Republic of India when carried out at IITD.

Article 5 - Communication

The Parties are responsible for the promotion of the present MoU. Every time one of the Parties will communicate about this MoU, the other Party will have to be informed. Before communication, the former will share the information material or content intended to be used with the latter, that will be entitled to require changes or oppose to mentions about itself.

Organization of written, broadcasted, digital, online, public and promotional events or communication in general or specialized media about the present collaboration by one of the Parties is not allowed without prior agreement of the other Party.
Article 6 – Duration and Termination

Upon approval by the Parties, this MoU shall remain in effect for five (5) years from the latest date of signature unless terminated by either of the Parties. Such termination by one Party shall be effected by giving at least six (6) months advance written notice of its intention to terminate. Termination shall be without penalty. If this MoU is terminated, neither Party shall be liable to the other Party for any monetary or other losses that may result from any termination of this MoU in accordance with the terms hereof. However, commitments to all academic engagements that exist as of the termination will be upheld.

Article 7 – Validity of previous MoUs between the Parties

The present document voids and replaces the Memorandum of Agreement previously agreed upon by the Parties in 2015.

Article 8 - Data Protection

In the execution of this MoU, each Party shall at all times comply with its obligations under the regulation (EU) 2016 of the European Parliament and of the Council from April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of directive 95/46/EC (hereinafter: “General Data Protection Regulation” or “GDPR”) and the national law of such Party regarding data protection.

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