MEMORANDUM OF UNDERSTANDING

between

INSTITUT MINES-TÉLÉCOM
37-39 rue Dareau, 75014 Paris, France

and

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

between

Institut Mines-Télécom, a French public body governed by the Decree 2012-279 of 28th February, 2012, established in 37-39 rue Dareau, 75014 Paris, France, duly registered under SIRET n° 180 092 025 00014, and duly represented by Mr. Philippe JAMET, President, representing, and acting on behalf of, the graduate schools of Engineering and Business listed in appendix A.

and

Indian Institute of Technology Delhi, a part of Indian Institute of Technology created by and functioning within the Institute of Technology Act, and located at IIT Campus, Hauz Khas, New Delhi-110 016 and duly represented by Prof. R.K. Shevgaonkar, Director.

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

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The Indian Institute of Technology Delhi (IITD) and the Groupe des Ecole des Mines (GEM) signed a 5-year Memorandum of Understanding in January 2008 covering academic and scientific cooperation. This has already resulted in regular student exchanges at the undergraduate (IITD) and graduate (GEM) levels based on a balanced flow of about 10 students per year. Three 3-day scientific seminars have been jointly organized alternatively in India and in France. The scientific cooperation between IITD and GEM has also led to several co-supervised PhDs.

In March 2012, the Groupe des Ecoles des Mines and the Institut Télécom merged to form the Institut Mines-Télécom, the largest group of schools of engineering and management in France.

Based on the past experience of IITD and GEM, IITD and Institut Mines-Télécom wish to enter into an agreement of cooperation to establish a program of academic and scientific collaboration in areas of interest and benefit to the participating institutions.

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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 on the basis of reciprocity, best effort, mutual benefit, and frequent interactions between Institut Mines-Télécom and IITD in the fields of education and research.
Article 2 – Scope of cooperation

Article 2.1

To achieve these goals, Institut Mines-Télécom and IITD 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 fundings for joint research projects from various agencies.

Article 2.2

The present general agreement of academic and scientific cooperation shall be identified as the parent document of any program agreement executed between the Parties. 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 2.3

The Parties agree to explore possibilities of securing governmental or corporate funding in order to support the collaborative activities covered by this MoU.

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 to oversee and facilitate implementation of this agreement. The coordinators will submit the proposals to both Parties for approval.
The designated coordinators of this cooperation are the following:

- Institut Mines-Télécom represented by Ecole des Mines de Douai. At Ecole des Mines de Douai, the designated coordinator is: Karine Kominjaz, International Relations Coordinator.
- IITD represented by the Dean, Academics.

**Article 4 - Miscellaneous**

The provisions of this MoU represent Institut Mines-Télécom’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, Institut Mines-Télécom and IITD wish to affirm by this MoU their hopes for a mutually rewarding collaborative relationship founded on the shared objectives stated in this MoU.

Upon approval by the Parties, this agreement shall remain in effect for 5 years (five years) from the latest date of signature unless terminated by any of the Parties. Such termination by one Party shall be effected by giving at least 6 months (six months) advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Institut Mines-Télécom nor IITD shall be liable to the other for any monetary or other losses that may result. However, commitments to all academic engagements will be upheld.

*Executed by Institut Mines-Télécom and IITD in duplicate copies, each of which shall be deemed an original.*

For and on behalf of IITD

For and on behalf of IMT

Signature

[Signature]

Prof. R.K. Shevgaonkar
Director

Date: [Date]

Signature

[Signature]

Mr. Philippe Jamet
President

Date: May 3, 2011
APPENDIX A

Schools on behalf of which Institut Mines-Télécom is acting

École Nationale Supérieure des Mines d’Albi-Carmaux
École Nationale Supérieure des Mines d’Alès
École Nationale Supérieure des Mines de Douai
École Nationale Supérieure des Mines de Nancy
École Nationale Supérieure des Mines de Nantes
École Nationale Supérieure des Mines de Paris
École Nationale Supérieure des Mines de Saint-Etienne
Télécom Bretagne
Télécom École de Management
Télécom Paristech
Télécom SudParis
EURECOM
TELECOM Lille
SPECIFIC AGREEMENT
- STUDENT EXCHANGE PROGRAMME -

between

SCHOOLS OF THE INSTITUT MINES-TÉLÉCOM
France

and

INDIAN INSTITUTE OF TECHNOLOGY DELHI
India
Specific Agreement for Student Exchange

between

Institut Mines-Télécom, a French public body governed by the Decree 2012-279 of 28th February, 2012, established in 37-39 rue Dareau, 75014 Paris, France, duly registered under No SIRET 180 092 025 00014, and duly represented by Mr. Philippe JAMET, President, representing, and acting on behalf of, the graduate schools of Engineering and/or Business listed in appendix A.

and

Indian Institute of Technology Delhi, a part of Indian Institute of Technology created by and functioning within the Institute of Technology Act, and located at IIT Campus, Hauz Khas, New Delhi-110 016 and duly represented by Prof. R.K. Shevgaonkar, Director, hereinafter referred to as IIT Delhi.

(Institut Mines-Télécom on the one hand and IIT Delhi on the other hand being hereinafter jointly referred to as "the Parties" and singularly as "Party")

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Having regard to the Memorandum of Understanding executed by Institut Mines-Télécomand IIT Delhi (designated as Parent MoU), the Parties enter into an agreement of cooperation to allow the exchange of students between them.

Article 1 – Purpose

The purpose of this agreement is to describe the rules and procedures governing the exchange of students between the Parties, the commitments, rights and obligations of the Parties and the students participating in this exchange programme.

Article 2 – Definitions

Home institution: Institution at which a student is regularly registered and from where he/she is expected to graduate.

Host institution: Institution at which a student participating in the present exchange programme is temporarily enrolled to undertake a pre-determined programme of study or research.

Exchange student: A student of one of the Parties studying or doing research at the other Party for a limited period of time. Any course programme attended at the host institution is a non-degree programme.
Article 3 – General rules and clauses

(a) The total number of student exchanges in any one year shall be determined in consultation between the Parties every year. However, the total number of exchange semesters in any one year shall not exceed 20 semesters for each Party. The number of participating students from each institution during each year may not be equal. However, a balance of the total number of exchange semesters between the Parties over the term of this specific agreement should be sought.

(b) Exchange students shall pay tuition and fees to their home institution, and shall not be required to pay tuition fees to the host institution. Cost of books, housing accommodations, food, health insurance (compulsory in France), transportation, visa fees, etc. shall be paid by the participating students.

(c) However, the Parties will explore ways to find suitable financial assistance to the exchange students to bear expenses towards accommodation, food, medical insurance and travel.

(d) The host institution shall assist exchange students with (i) administrative support in finding housing, (ii) information and counsel with respect to health care and medical insurance, (iii) academic information and counselling (including access to learning resources requisite to the courses/programmes subject to this agreement), as well as cultural counselling, and (iv) support in carrying out administrative procedures such as registration, taking examinations, acquiring grade reports or certificates, transcripts, visas, as well as official documents required by law of foreigners.

(e) All students participating in the exchange programme shall be accorded rights normally conferred on students enrolled in the host institution. Participating students shall be subject to applicable policies, procedures, rules and regulations of both the home institution and the host institution.

(f) The host institution shall be responsible for ensuring the maintenance and storage of necessary records pertaining to work performed by enrolled students at the host institution, and shall make such records available to the home institution upon request.

(g) The Parties agree to consult as deemed necessary and to hold any coordination meeting, if required, to provide an overview of this exchange programme, and/or to update it.

Article 4 – Organisation and coordination of the cooperation

Article 4.1 Scope of the exchange programme

(a) For Indian students: the present exchange programme covers the mobility of undergraduate students from IIT Delhi to Institut Mines-Télécom. The maximum duration of an exchange period is set to 2 semesters.

(b) For French students: the present exchange programme covers the mobility of second- or third-year Masters students of Institut Mines-Télécom. The maximum duration of an exchange is set to 2 semesters.
Article 4.2 Coordination

The designated main coordinators of this exchange programme are the following:

- Institut Mines-Télécom represented by Ecole des Mines de Douai. At Ecole des Mines de Douai, the designated coordinator is: Karine Komnierz, International Relations Coordinator.
- IIT Delhi represented by the Dean, Alumni Affairs & International Programmes

Article 4.3 Application

(a) Students to participate in the programme of exchange must be nominated by the home institution and accepted by the host institution, according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions.

(b) Exchange students will continue to be treated as full-time students at their home institution.

(c) The application documents shall include at least a CV and a motivation letter for every exchange student. Additional information e.g. grade transcripts may be asked by the host institution of an exchange student.

(d) For Indian students:

- Candidates to the present student exchange programs shall chose courses at the host institutions related to their field of specialization. Therefore, IIT Delhi’s candidates shall apply for a host institution delivering master’s programs related to their field of specialization at IIT Delhi.

- The list of names of all the students nominated by IIT Delhi shall be sent to the Institut Mines-Télécom programme coordinator. The host institution chosen by each exchange student shall be indicated on the list. Application files shall be sent along with the list of applicants. Each application file shall be sent under the form of a unique document saved in an easily readable format (recommended format: pdf) with the name of candidate included in the relevant application file name.

- A candidate that could not be accepted by the host institution he/she has chosen initially because of insufficient match between the courses offered at the relevant host institution and the candidate speciality, shall be invited to apply for another host institution or to leave the present exchange program.

(e) For French students:

- The application files of the students nominated by the schools of Institut Mines-Télécom shall be sent to IIT Delhi directly by the home institution of the nominated students.

- A copy of the names of the students nominated by the schools of Institut Mines-Télécom shall be sent to the Institut Mines-Télécom main coordinator for information.
(f) Final acceptance of an exchange by the host institution should be communicated to the home institution of the concerned exchange students and to the concerned students no later than 2 months before departure from the home institution.

(g) The host institution shall be able to appoint a qualified “interim” course or research advisor to each exchange student it receives, and provide courses and/or work appropriate to the field of study of the exchange students.

(h) Each exchange student will establish a “Learning Agreement” that describes his/her programme of study or research at the host institution. Both the host and the home institutions of a student will review and approve this Learning Agreement.

(i) The host institution will evaluate an exchange student’s performance in each course or module, award a letter grade or marks, and issue a letter to that effect. The home institution will award to the exchange students credits earned at the host institution, only after the home institution has established correspondence between courses taken at the host institution vis-à-vis those offered at the home institution.

(j) If an exchange student has undertaken research, then the host institution will evaluate the exchange student’s performance in the research, and issue a letter to that effect. This letter together with a technical "report" of the research carried out validated/signed by the exchange student’s research advisor at the host institution will be sent to the exchange student’s home institution. If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical report, and take steps in accordance with its own procedures.

Article 4.3 – Pre-departure verifications

(a) Before departure to the host institution, participating students and faculty shall verify to the satisfaction of the host institution that they have fulfilled all requirements for their admission to and residence in the host country, and that they have sufficient health insurance coverage including hospitalization, medical evacuation and repatriation.

(b) In order to carry out their course of studies, students may be asked to demonstrate sufficient language abilities, as specified by the host institution.

Article 5 – Confidentiality

In the course of the activities contemplated by this agreement, IIT Delhi and Institut Mines-Télécom exchange students and staff may be exposed to and/or exchange information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential ("Confidential Information"). Provided that “Confidential Information” shall not include information (a) generally known to the public, (b) already known, through legal means, to the Party receiving the information, or (c) legally obtained from a third party, each Party agrees to use the other Party’s Confidential Information solely for the purpose of the activities
contemplated by this agreement, and not to disclose such Confidential Information to any person or entity other than its own trustees, officers, employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations to their institution. In the event that one of the Party is required to disclose other Party’s Confidential Information pursuant to applicable law or a judicial or government order, or seeks to disclose Confidential information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other Party in advance, so as to allow the other Party an opportunity to obtain a protective order or similar relief.

**Article 6 – Miscellaneous**

Upon approval by the Parties, this agreement shall remain in effect until termination of the parent MoU unless terminated by any of the Parties. Such termination by one Party shall be effected by giving at least 6 months (six months) advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Institut Mines-Télécom nor IIT Delhi shall be liable to the other for any monetary or other losses that may result. However, except to the extent (i) required by law, or (ii) necessary to ensure the safety and well being of exchange students, termination of this agreement shall not affect students already accepted by either institution under the terms of the exchange, who shall be allowed to complete the exchange under the terms outlined in this agreement.

Executed by Institut Mines-Télécom and IIT Delhi in duplicate copies, each of which shall be deemed an original.

For and on behalf of IITD

For and on behalf of IMT

Signature

Prof. R.K. Shevgaonkar
Director

Signature

Mr. Philippe Jamet
President

Date: 

Date: May 3, 2016
APPENDIX A

Schools on behalf of which Institut Mines-Télécom is acting

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École Nationale Supérieure des Mines de Saint-Etienne
Télécom Bretagne
Télécom École de Management
Télécom Paristech
Télécom SudParis
EURECOM
TELECOM Lille