AMENDMENT NO. 1 TO THE AGREEMENT 2013-376

UFTMiP 2013-376-AV1-CIF-D-DREI

Between

UNIVERSITE FEDERALE DE TOULOUSE MIDI-PYRENEES,
Public scientific, cultural and professional establishment, SIRET No. 130 021 322 000 16,
41, Allées Jules Guesde - CS 61321 - 31013 Toulouse Cedex 6
represented by its President, Professor Philippe RAIMBAULT,
hereinafter referred to as "UFTMiP", party of the first part,
and

INDIAN INSTITUTE OF TECHNOLOGY DELHI,
located at Hauz Khas, New Delhi-110 016, INDIA,
represented by its Director, Professor V. RAMGOPAL RAO,
hereinafter referred to as "IITD", party of the second part,

jointly referred to as the "Parties"

Having regard to agreement n° 2013-376 between UFTMiP and IITD signed on December 19, 2013. It is agreed as follows:

Article 1 – Subject of the Amendment
This amendment (hereinafter "the Amendment") aims to extend the term of the initial agreement n° 2013-376 signed on December 19, 2013.

Article 2 – Modification of Article I. Duration of the agreement
Article I. (Tenure and Termination) MoU signed on December 19, 2013 be replaced as follows:

"This agreement on university cooperation will take effect on the date of its signature by the two institutions and shall be renewed by tacit agreement for a new duration of five (5) years.

Either Party has the right to terminate this agreement by sending a letter to the other Party giving six (6) months’ notice. From the time of its termination, neither party may be held liable for
financial or other losses which may be incurred by the other institutions. Nevertheless, the Indian Institute of Technology of Delhi and UFTMiP must ensure that all actions in progress are successfully completed.”

Article 3- Intellectual Property Rights

Article G of the MoU dated December 19, 2013 be replaced with the following:

"Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. In case of joint publication, the use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. Further, the Parties shall not assign any rights and obligations arising out of the IPR generated from inventions/activities carried out under the MoU to any third Party without consent of the other party. Commercialization of technology in any other country shall be done jointly through a separate agreement. All Confidential Information shall remain the exclusive property of the disclosing party."

Article 4 – General Clause

There are no changes to the conditions of the initial agreement which remain applicable in everything that is not contrary to the clauses of this Amendment

In two (2) original copies in French and English, both versions are equally valid.

Executed in Toulouse (France)  
The 05th of March 2019

UNIVERSITE FEDERALE DE TOULOUSE  
MIDI-PYRENEES,

President,  
Professor Philippe RAIMBAULT

Executed in New Delhi (India)  
The

INDIAN INSTITUTE OF TECHNOLOGY DELHI

Director,  
Professor V. RAMGOPAL RAO
Appendix A

Terms and Conditions for Student Exchanges between INSA Toulouse and IIT Delhi

INSA Toulouse, founding member of the Université Fédérale Toulouse Midi-Pyrénées, and IITD agree on the following terms and conditions for exchange of undergraduate students:

1) IITD and INSA Toulouse as host institutions will provide accommodation to the exchange students.

2) As a home institution, IITD and INSA Toulouse will examine ways to identify financial resources to fund international travel expenses by students.

3) The exchange students will pay tuition and other fees at their home institution.

4) Four students for one semester or two students for one year may be accepted for each academic year by respective institutions.

Being part of the Memorandum of Understanding signed in December 2013 (n°2013-376) between the Université Fédérale Toulouse Midi-Pyrénées and the Indian Institute of Technology Delhi, and extended by the Amendment n°1 to the Agreement n°2013-376, the effects of the Appendix will end at the same time as the date of termination of the Memorandum of Understanding.

Approved by:
The Director of INSA Toulouse

Prof. Bertrand RAQUET

Date:

Approved by:
The Director of IIT Delhi

Prof. V. RAMGOPAL RAO

Date: 25/04/2019
Memorandum of Understanding for academic cooperation between the University of Toulouse, France and Indian Institute of Technology Delhi (IITD)

Indian Institute of Technology Delhi (IITD) and the University of Toulouse, France recognize their strengths in research and education in one or more disciplines of science, engineering, management and social sciences, and their mutual interest in engaging themselves in academic cooperation.

Therefore, IITD and the University of Toulouse agree to establish a program for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

A. Objectives

The goal of this cooperation is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. IITD and the University of Toulouse agree:

a) to exchange information on research and educational programs,
b) to exchange information on teaching, learning material and other literature relevant to their educational and research programs,
c) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
d) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
e) to jointly propose and engage in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
f) to exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and/or research.

IITD and the University of Toulouse agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

B. Joint Sponsored Research, Development and Consulting
sponsored by external funding agencies. The terms and conditions for such participation will be worked by mutual agreement between the faculty member(s) and the institution extending such an invitation.

When a faculty member visits the other institution on invitation or as part of such joint research project, then such a visit will be classified as such, and handled as per rules of the individual institution.

C. Exchange of Faculty, Scientists and Staff

IITD and University of Toulouse agree to encourage collaboration between faculty and scientists from the two institutions. Specifically, the institutions will encourage members of their faculty to undertake short visits to, or take up fixed-term visiting assignments at, each other's institution during vacation periods or sabbatical leave. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, will be worked out between the concerned faculty member and the institution extending an invitation.

Notwithstanding the above, IITD and University of Toulouse will examine ways to identify financial resources to fund international travel by their faculty/scientists/students.

D. Student Exchange

IITD and University of Toulouse agree that student exchange will be guided by principles listed below. A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.
b) An exchange student will continue to be treated as full-time student at his/her home institution.
c) An exchange student will be considered as full-time" exchange" student at the host institution.
d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
e) 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.
f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution.
g) 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, together with a technical "report" of the research carried out,
h) 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.
i) The terms and conditions for each exchange student, including those concerning
expenses towards accommodation, food and medical insurance will be worked out
between the institutions (See Appendices for detailed information).
j) IITD and University of Toulouse will examine ways to identify financial
resources to fund international travel by students.
k) The exchange students will pay tuition and other fees at their home institution.

E. Exchange of Scientific and Technical Material

IITD and University of Toulouse will exchange information on research and educational
programmes and teaching/learning material and other literature relevant to their
educational and research programmes. Further, IITD and University of Toulouse agree to
explore ways to share teaching/learning material, and other relevant literature, while
respecting each other's intellectual property and other rights.

F. Joint Conferences, workshops and short-term courses

IITD and University of Toulouse agree to help identify and invite faculty members from
the other institution to participate in conferences, workshops and short-term courses. The
terms and conditions for such participation will be worked out by mutual agreement
between the invited faculty member(s) and the institution extending such an invitation.

When a faculty member visits the other institution on invitation or as part of such joint
activity, then such a visit will be classified as such, and handled as per rules of individual
institutions.

G. Intellectual Property

IITD and University of Toulouse agree to respect each other's rights to intellectual
property. Further, the intellectual property rights that arise as a result of any collaborative
research or activity under this MoU will be worked out on a case-to-case basis, and will
be consistent with officially laid down IPR policies of the two institutions.

H. Co-ordination

Each institution shall appoint one member of its teaching/research faculty to coordinate
the programme on its behalf. Further, a coordination committee, consisting of (a)
Director, IIT Delhi, or his/her nominee, (b) Vice Chancellor/President, University of
Toulouse, or his/her nominee, (c) programme coordinator from the side of IITD, and (d)
Programme Coordinator from the side of University of Toulouse, will periodically review
and identify ways to strengthen cooperation between the two institutions.
I. Tenure and Termination:

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years, and may be continued thereafter after suitable review and agreement.

Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IITD nor University of Toulouse will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITD and University of Toulouse will ensure that all activities in progress are allowed to complete successfully.

J. Arbitration Clause

Should there be a dispute relating to any aspect of academic cooperation, Director, IITD and Vice Chancellor /President, University of Toulouse will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

This MoU is signed subject to approval of the respective academic/administrative bodies.

Signed by

Prof. R.K. Shevgaonkar
Director
Indian Institute of Technology Delhi
Date: 19 DEC. 2013

Signed by

Prof. Marie-France BARTHET
President of University of Toulouse
Date: 19 DEC. 2013
Appendix A – Terms and Conditions for Student Exchanges between INSA-Toulouse, and IIT Delhi

INSA-Toulouse and IITD agree on the following terms and conditions for exchange of undergraduate students:

1) IITD and INSA Toulouse as host institution will provide suitable financial assistance to the exchange students to bear expenses towards accommodation.

2) As a host institution, IITD and INSA Toulouse will make every effort to arrange for subsidized housing for exchange students.

3) IITD and INSA Toulouse will examine ways to identify financial resources to fund international travel by students.

4) The exchange students will pay tuition and other fees at their home institution.

5) Four students for one semester, or two students for one year may be accepted for each academic year by respective institutions.

Approved by:
The Director of IIT Delhi

Prof. R.K. Shevgaonkar

Approved by:
The Director of INSA Toulouse

Prof. D. Marquis