



SciencesPo

MEMORANDUM OF UNDERSTANDING

Between

Indian Institute of Technology Bombay, India

And

Sciences Po, France

This Memorandum of Understanding is made this 25th day of October 2019

BETWEEN

IIT Bombay, a Public University, established under the Institute of Technology Act 1961 as Institute of National importance, having status of University, to provide for Instruction and Research in Engineering, Science and Technology and fully funded by the Government of India, Ministry of Human Resource Development; existing solely for research and educational purposes and not for purpose of profit, and located at IIT Bombay, Powai, Mumbai 400 076, Maharashtra, India. (hereinafter referred to as “**IIT Bombay**” which terms shall where the context so admits include its privies, assigns and legal representatives) on the first part.

AND

The INSTITUT D’ETUDES POLITIQUES DE PARIS, a public scientific, cultural and professional establishment managed by virtue of Article L758-1 of the French Educative Code (Code de l’Education) by the Fondation Nationale des Sciences Politiques, a private foundation, with both entities together comprising “**Sciences Po**”, represented by Frédéric Mion, which terms shall where the context so admits include its privies, assigns and legal representatives) on the other part.

IIT Bombay and Sciences Po are hereinafter collectively referred to as the “Parties” or “Institutions” and individually as a “Party” or “Institution”

PREAMBLE

IIT Bombay and Sciences Po, wishing to initiate a relationship between the two institutions by building academic and cultural exchange in the areas of education, research, and others form of academic collaboration.

IIT Bombay and Sciences Po recognizing the value of international cooperation and it is within this framework that the Institutions have expressed the desire to enter into this memorandum of understanding (henceforth the “Agreement”).

IT IS HEREBY AGREED:

I. DEFINITIONS

In this Agreement, the following words and phrases shall have the meaning assigned hereto:

- Agreement: the present Agreement and all appendixes or annex attached to;

- **Exchange Student:** the student within the frame of an exchange program and who may be undergraduate, graduate or PhD level;
- **Exchange coordinator:** responsible for the administration of this Agreement and the execution of the agreement.
- **Home Institution:** the institution in which a student is formally enrolled
- **Host Institution:** the institution that has agreed to receive an exchange student from the Home Institution.

II. AREAS OF COOPERATION

The areas of cooperation may include any program offered at either institution, which is felt to be desirable and feasible for the development and strengthening of cooperative relationships between the above institutions. Such programs may include, but are not restricted to:

- a) Exchange of students at the Undergraduate, Graduate and PhD level.
This program is detailed in the Appendix 1
- b) Exchange of faculty members
- c) Joint research programs
- d) Joint conferences and workshops
- e) Any other relevant cooperation programs

III. NON-DISCRIMINATION

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and non-discrimination at both countries. This shall however be subject to the Institutions rules and regulations regarding such.

IV. DURATION - TERMINATION

- a. The duration of the Agreement shall be for five (5) academic years from the date of signing by the last Parties. It may be extended by mutual agreement expressed by a written amendment.
- b. The Agreement may be terminated at any time, as of right, by one of the Parties in the event of total or partial non-performance or incorrect performance by the other Party of one or more of its obligations under the Agreement. Such termination shall only become effective three (3) weeks after the complainant Party has sent a recorded delivery letter with receipt acknowledgement stating the reasons for the complaint, unless, within this period, the defaulting Party has complied with its obligations or has provided evidence of an impediment due to a case of force majeure. Exercise of this right of termination shall not exempt the defaulting Party from fulfilling its contractual obligations up to the effective date of termination, subject to any

loss suffered by the complainant Party as a result of early termination of the Agreement.

For avoidance of doubts, termination under this article shall entail extinction of each Party's obligations towards the other, without retroactive effect.

The Agreement may also be terminated at any time, as of right, by one of the Parties for convenience: a minimum period of ninety (90) d' notice will be required from either party wishing to terminate the Agreement. Within this period, the Parties shall comply with their obligations.

In the event of termination, appropriate arrangements will be made to allow faculty or students already participating in a program of study to complete the semester or academic year as applicable.

- c. Any collaborative arrangements set up under the framework of this Agreement will be the subject of specific formal agreements.

V. LEGAL INDEMNITIES AND POLICIES

- a. The relationship of Sciences Po and IIT Bombay under this Agreement shall be that of independent contractors, and a Party shall not be deemed, nor hold itself out as being a partner or agent of the other Party. Neither Sciences Po nor IIT Bombay shall be liable for acts or omissions of the other, nor shall they be liable for the acts of exchange students.
- b. Both Institutions subscribe to a policy of equal opportunity on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap. This however subject to the Institutions rules and regulations.
- d. Each Party shall indemnify and keep indemnified the other against all direct claims, direct actions, direct liabilities, direct demands, direct costs, direct losses, direct damages and direct expenses. Including reasonable legal expenses of whatever nature, arising directly from any negligent act or omission, or from any other loss which may arise from and as a result of any breach of the terms of this Agreement by party, its officers, employees, agents, contractors, or consultants.

VI. INFORMATION REGARDING THE COLLABORATION

a. Personal Information

The Parties, IIT Bombay and Sciences Po, acknowledge that each will comply with all law, policy, and practice applicable to it respecting privacy, and security for information, including personal information that each receives from the other, including the following Requirements:

i. Collect only personal information necessary for the exchange of undergraduate students;

ii. Provide notice to students of:

- a. What personal information about them must be collected/created,
- b. Intended purposes for their personal information, and
- c. Contact information the data protection officer for questions;

iii. Only use or disclose personal information for the purposes for which it was collected or created, consistent with the notice to students;

iv. Only disclose personal information to officers, employees, consultants, or agents of IIT Bombay or Sciences Po, who need the information for official duties, consistent with the notice to students;

v. Protect privacy and personal information in all formats, including hard copy and electronic, by employing effective, up-to-date security, consistent with excellent current standards, including for information security;

vi. Retain personal information only as long as necessary for the purposes for which it was collected or created, and securely destroy it once it is no longer necessary for those purposes;

vii. Notify the other Party in writing forthwith of any event, or treatment of personal information inconsistent with these Requirements, and promptly take all steps necessary to remedy the event and prevent its recurrence.; and

viii. In the case of treatment of personal information between the Parties, negotiate and conclude a data protection agreement which determine the rights and obligations of each Party related to the treatment.

b. Intellectual Property

No communication medium, material, visual element, design, announcement or message of any kind making reference to the other Party may be created, produced and/or distributed by either of the Parties without the prior written consent of the other Party.

Each Party warrants to the other Party that it has the necessary intellectual property rights to enforce this clause and indemnifies and holds it harmless against any third-party claim in this respect.

Students' copyrights remain their own property. In case of using a students' copyrighted work, each Party shall be in charge to seek permission by said student.

In any case, each Party agrees not to use the rights of the other Party in a manner contrary to public policy and public decency or in a manner that may be considered deceptive or ambiguous, may compromise or discredit the good reputation, renown, prestige and image of the other Party or may endanger and limit said Party's rights to its name or logo.

Any use of the Parties' copyright is forbidden without the prior consent of the other Party.

VII. NOTICES

- a. Any notices given by a Party to the other pursuant to this Agreement shall be sent to the other Party by post or e-mail or any other means with receipt confirmation to that Party's address.
- b. Any notice or communications between the parties shall be delivered to the addresses set out below:

In the case of IIT Bombay:

Prof. Swati Patankar
Dean International Relations, Office of Dean International Relations
IIT Bombay, Powai,
Mumbai 400 076, INDIA
+91-22-25767075

In the case of SCIENCES PO:-

Anna Dall'Oca
International Affairs Manager for Asia and the Pacific
Direction des Affaires Internationales
Sciences Po
13, rue de l'Université
75007 Paris FRANCE
+33 1 49 54 37 50
anna.dalloca@sciencespo.fr

VIII. FORCE MAJEURE

- a. Any event not attributable to the Parties resulting from an unforeseeable and insurmountable circumstance that prevents the performance of the Agreement by the Parties will constitute a force majeure event. The Party claiming force majeure must inform the other Party by any means and as quickly as possible. In such case, the Parties may suspend the fulfilment of their obligations without incurring any

any liability. Each of the Parties must also inform the other Party that the force majeure event has ended.

- b. If the event constituting force majeure persists for more than fifteen (15) days, the Parties shall consult with each other as quickly as possible to determine the appropriate solutions.
- c. If the aforementioned event persists more than one (1) month and permanently prevents the performance of the Agreement, the Agreement will be terminated as of right without the payment of compensation of any kind to either of the Parties.

IX. APPLICABLE LAW AND DISPUTE RESOLUTION

- a. The Parties shall attempt to reach an out-of-court settlement of any disputes that may arise in connection with the performance of this Agreement.

However, failing this, any disputes arising from this Agreement concerning the validity, interpretation, performance, termination and consequences and continuations thereof will be subject to the Law the country where the cause of action arose and within the jurisdiction of the Courts of the place of cause of action.

X. REVIEW, REVISION AND TERMINATION

- a. This Agreement constitutes the entire agreement between the Parties.
- b. It shall be subject to revision or modification by mutual written agreement. If the Agreement is not renewed by mutual consent, the parties will discuss the conditions of application of all activities.

XI. CONFIDENTIALITY

- a. Each Institution must keep any confidential Information disclosed to it confidential and may only use such Confidential Information for the purposes of performing its obligations under this Agreement. This obligation continues beyond five (5) year after the termination or expiry of this Agreement, but does not extend to disclosures
 - (i) Required by law; or
 - (ii) To a recipient's officers or employees:
 - i. who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
 - ii. Who before disclosure, have been directed by the recipient to keep that Confidential Information confidential.

- b. For purposes of this Agreement, Confidential Information means any commercial or sensitive information or data exchanged between the Institutions pursuant to this agreement, on or after the date of this Agreement and including:
- i. any information or data identified by the disclosing Institution as confidential;
 - ii. personal data (as defined in the EU General Data Protection Regulation).

XII. ASSIGNMENT AND TRANSFER OF THE AGREEMENT

As this Agreement is entered into on a personal basis, the Parties shall refrain from assigning, in whole or in part, the rights and obligations arising therefrom in any manner whatsoever without the express prior written consent of both Parties.

In witness whereof, the duly authorized representatives of the parties have executed this Agreement:

On behalf of
Sciences Po

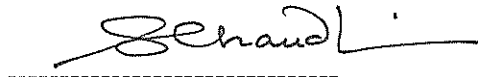


Frédéric Mion

President

Date

On behalf of
IIT Bombay



Name

शुभाशिस चौधुरी
SUBHASIS CHAUDHURI
निदेशक/Director

Title

भारतीय प्रौद्योगिकी संस्थान मुंबई
Indian Institute of Technology Bombay
पवई, मुंबई/Powai, Mumbai - 76

Date

14th Nov 2019

APPENDIX 1 - Exchange of students

Student exchanges

1.1 Academic program and status

1.1.1 This exchange programme is open to students from the Undergraduate (Bachelor), Graduate (Master) and PhD level. However, a priority will be given to Undergraduate students. Students from Sciences Po will have completed at least 4 semesters of Undergraduate Studies before participating in an exchange programme with IIT-Bombay. IIT Bombay students are allowed to have completed at least 2 semesters of Undergraduate Studies before participating in an exchange programme with Sciences Po. However, the students nominated by IIT Bombay shall have a sufficient knowledge of social sciences.

1.1.2 Students from IIT Bombay, whatever are their original majors and minors, may choose from all available courses offered in any language at Sciences Po, if they have met the required level and academic conditions. Sciences Po students on exchange at IIT Bombay should be enrolled in English- instructed courses.

All exchange students from both institutions should meet the admission language requirements set by their Host Institution. They will be able to study Hindi at IIT Bombay and French at Sciences Po during their exchange programme.

All exchange students participating in the exchange programme must meet, from either institution, the minimum language requirements on both sides (B2 English or B2 French for students applying to Sciences Po, B2 in English for students applying to IIT Bombay).

1.1.3 Exchange students are expected to maintain the equivalent of a full-time course load at the Host Institution. Credits towards the student's degree are to be awarded by the Home Institution.

1.1.4 At the completion of the academic year (or the semester, if students only stay for one semester), the Host Institution will send an official transcript of the year/semester's academic program for each exchange student to the student's Home Institution. For IIT Bombay students, transcripts will be sent directly to the Exchange Coordinator. For Sciences Po students, transcripts will be sent directly to the student mobility office.

1.1.5 Exchange students will be required to abide by all relevant government regulations of the host country and the policies, rules and

regulations in effect at the host institution. The Host Institution shall have the right to terminate the participation of any student in the exchange program and in any other program, service, or benefit at any time if such student's academic work or behavior are not suitable in the judgment of the Host Institution. Only the home institution shall have the right to initiate a disciplinary procedure, sanctions and terminate the participation of a student. In the event disciplinary proceedings are initiated, sanctions are imposed, or termination is required, the institution taking such action(s) will promptly notify the other institution in writing of the cause and nature of the proceedings, sanctions or termination.

1.1.6 Students will have the same rights and privileges provided to full-time students of the Host Institution while they are on the exchange.

1.1.7 Each Party will deliver a Student ID Card to the hosted Student, giving access, during their stay, to all the Host Institution's resources such as library or computers.

1.1.8 The Host Institution will provide the necessary document and information on the visa process. However, obtaining and maintaining appropriate visa status is the responsibility of the student.

1.1.9 Travel in both directions between IIT Bombay and Sciences Po and vice versa is the responsibility of the students concerned.

2.1. Requirements and eligibility

2.1.1 The selection of each student to participate to the Exchange Program will be done by his Home Institution and will be subject to final approval by the Host Institution. Students' names will be communicated to representative bodies and nominated on the system online.

The selection of IIT Bombay's students shall be based on the following criteria:

- (a) Good academic records
- (b) Completion of at least two (2) semesters of undergraduate university studies
- (c) Sufficient level of English or French knowledge to partake in classes (proof of proficiency may be required)
- (d) Relevant and appropriate curricular interests
- (e) Other criteria that the home Institution may wish to impose

The selection of Sciences Po's students shall be based on the following criteria:

- (a) Good academic records

- (b) Completion of at least four (4) semesters of undergraduate university studies
- (c) Sufficient level of English language knowledge to partake in classes (proof of proficiency may be required)
- (d) Relevant and appropriate curricular interests
- (e) Other criteria that the home Institution may wish to impose

2.1.2 To be eligible to participate in the Exchange Program, students must register for the medical insurance required by the Host Institution. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, will be the personal responsibility of the exchange students.

2.1.3 Both Parties remain free to refuse the admission or dismiss the Student who doesn't comply with such requirement. Both Institutions agree that in the evaluation and admission of the Students for the Exchange Program and in the administration of the Exchange Program, neither of the Parties will discriminate on the basis of race, color, religion, sex, sexual orientation, marital or parental status, national origin or age.

2.2. Magnitude, timing and duration of exchanges

During the five (5) year term of this Agreement it is anticipated that each Institution agrees to accept up to 2 (two) full-year, or 4 (four) single-semester, student exchange participants annually from the other Institution. The Exchange Students will enroll as full-time visiting undergraduate, graduate or Phd students in the host Institution for at least one academic semester and no longer than one academic year. The number of students can be negotiated on a per-semester basis.

2.3. Campus location

Undergraduate students from IIT Bombay will study at Sciences Po's campus in Reims, whereas graduate and Phd students from IIT Bombay will study at Sciences Po's campus in Paris. Sciences Po students will study at IIT Bombay's campus in Mumbai.

The exchange students from Sciences Po will study on IIT Bombay's campus located in Mumbai at the following address: IIT Bombay, Powai, Mumbai 400 076, Maharashtra, India.

The undergraduate exchange students from IIT Bombay will study on Sciences Po's campus located in Reims at the following address: Sciences Po, 1 Place Museux, 51100 Reims.

The graduate and Phd exchange students from IIT Bombay will study on Sciences Po's campus located in Paris at the following address: Sciences Po, 27 rue Saint Guillaume 75007 Paris.

2.4. Student charges and tuition fees

At IIT Bombay, Exchange Students from Sciences Po will have to pay a one-time 250 USD / INR 15,000 administrative fees cover the following:

- Airport Pick up
- The institute ID card, high-speed internet access inside the campus (LAN and WiFi)
- Sports facilities inside the campus (exclusive of swimming)
- Hospital access (free doctor check-up and medicines inside the pharmacy) only Outdoor facility
- Cultural trip in Mumbai and in the vicinity to Mumbai.
- Students will pay tuition to their Home Institution and will be personally responsible for all expenses connected with the Exchange Program, such as travel, local accommodation, meals, books, school supplies, and personal expenses.

IIT Bombay and Sciences Po acknowledge that this Agreement does not create any financial obligation for any Party. No Party shall be responsible, nor liable, for any damaging act, mischief, misconduct of neither student nor personnel.

2.5. Living costs and accommodation

Both institutions should provide assistance to students in finding accommodation. The "Service au logement" at Sciences Po will give information and necessary assistance to Students from IIT Bombay. Students from Sciences Po will be provided with on & off-campus accommodation information and necessary assistance by IIT Bombay University.

2.6. Reception and orientation

Each institution will ensure that adequate arrangements are made for the reception and orientation of exchange students.

Sciences Po will conduct an optional academic orientation program (Welcome Programme) for IIT Bombay students, as well as other international students, which includes French language instruction, training in methodology, and a series of social and cultural activities led

by a team of Sciences Po students to welcome and acclimate international students to Sciences Po. IIT Bombay students will indicate their participation in this "Welcome Programme" at the time of application, and will be responsible for paying any relevant fees.

IIT Bombay University will conduct an optional orientation program (Welcome Programme) for Sciences Po students, as well as other international students.

2.7. Coordination

On behalf of Sciences Po, the person responsible for the coordination of the exchange Program will be:

Anna Dall'Oca

Sciences Po – Division of International Affairs (DAI) – APAMO Center
27, Rue S.Guillaume

F-75337 PARIS CEDEX 07 Phone: +33 1 49 54 37 50

Fax : + 33 (0)1 45 49 77 61

Email : anna.dalloca@sciencespo.fr

Website : <http://www.sciencespo.fr/international/en>

On behalf of IIT Bombay, the person responsible of the coordination of the exchange program will be:

Prof. Swati Patankar

Dean International Relations

Office of Dean International Relations

IIT Bombay

Powai, Mumbai 400 076,

India

Ph: +91-22-25767075