

**Memorandum of Understanding
between**

Birla Institute of Management Technology, India

AND

Association Leonard de Vinci, France

This Memorandum is entered into by The Birla Institute of Management Technology (hereinafter "*BIMTECH*"), located Plot No. 5, Knowledge Park- II, Greater Noida, National Capital Region, UP- 201 306, India (outskirts of New Delhi), and Bhubaneswar (Stet of Odhisa), India, of one part, and Association Léonard de Vinci (hereinafter "*ALDV*") located 12 avenue Léonard de Vinci, 92916 Paris La Défense, France, of the other part, hereinafter referred to as the "Parties".

Considering the importance of **education, research, and culture** for the economic and social development of their communities and countries;

Recognizing that *BIMTECH* and *ALDV* are pursuing educational, research, cultural, and training activities in a number of areas of common interest, and that participation in each other's research, teaching, and training activities on a basis of reciprocity will provide mutual benefits. It is also proposed that *BIMTECH* would help in capacity building via development of degree and non-degree programs with partner institution.

Desiring to establish a formal basis for cooperation in education, research, culture, and training.

Have agreed as follows:

Article 1: Purpose

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest. The Parties agree to attempt to achieve this linkage through the exchange of faculty, administrative personnel, and students. They further agree to conduct cooperative research, exchange educational materials and produce joint publications.

Article 2: Principles

Cooperative activities shall be conducted on the basis of the following principles:

1. Mutual benefits based on an overall balance of advantages;
2. Reciprocal opportunities to engage in cooperative activities;
3. Equitable and fair treatment;
4. Timely exchange of information which may affect cooperative activities.

Article 3: Areas of Cooperative Activities

Subject to mutual consent, the areas of cooperation include any programme offered at *ALDV* or at *BIMTECH* in which the two institutions believe cooperation is feasible and desirable, and would contribute to fostering and developing a mutually beneficial relationship between the Parties.



Subject to the approval of the Head/Authority of the both institutions and the appropriate generation of resources, cooperative activities between the Parties may take the following forms:

1. Research partnership at institutional and professors level
2. Exchange of graduate students in management programmes: Arrangements for student exchange at BIMTECH and at ALDV are handled through the International Affairs Office;
3. India Study program for 1-2 weeks for students/French Study program
4. Joint organization of scientific, educational, and cultural seminars, conferences, symposia, and workshops;

The terms of such activities and budget required for them shall be mutually discussed and agreed upon in writing and signed by both parties prior to the initiation of any specific programme or cooperative activity.

Article 4: Faculty exchange

Faculty exchanges will be organized as follows:

1. Each party will consider the possibility of exchanging faculty members each year, for periods as per the institutional norms, during which faculty members will perform academic tasks including teaching and research according to the terms and conditions mutually agreed upon while finalizing each nomination.
2. Visiting faculty members will be expected to establish contacts with their local colleagues for determining common fields that could lead to joint research and publication activities. Upon his return, the visiting faculty member will be expected to provide a report on the contacts made at the partner institution.

Article 5: India Study Programme

ALDV will be invited to make a group of students and executives for India Study programme (For 15-20 participants) to participate in the programme. The group size, duration of programme and fees will be decided in mutual consultation. The study programme will offer academic, cultural and industry exposure to the participants and it will design the quality and level based on the profile of participants.

Candidates shall meet the following requirements: excellent academic background, excellent command of the language of instruction for their integration into the selected curriculum; maturity and ability to adapt to a foreign environment; strong motivation for the academic programme offered by the host institution. This is paid program and financials may be worked out on planning of the program.

Article 6: Student Exchange

Both institutions will select the students eligible to participate in the exchange programme, and will address them to the host institution. This may follow the understanding as per **Addendum 1**. Each institution is entitled to award credits and grades according to performance and academic results.

Article 7: Joint Academic Activities

Given the attention to research and knowledge dissemination from both the institutions; joint workshops, brief seminars, small conferences or any other such activity may be organized at mutually decided working plan. The purpose of such actions will remain knowledge development and dissemination.

Article 8: Development Review

Both institutions should review the developments responsible every year and propose revisions in the MoU for inclusion in 5th year renewal MoU. Any specific activity may be developed and be added as addendum of this MoU.

Article 9: Period of Agreement

This agreement will come into effect from the date of signing of this memorandum of understanding by both parties and will remain in force for an initial period of five (5) years. The agreement may be terminated by either party on six month of written notice. In the event of termination, the participants in the program at such time shall be permitted to complete their activities in accordance with the terms of the agreement.

The execution of the MoU will be with International Office at both the institutions under the leadership of top executive authority of the institution.

Article 10: Severability and Legal Issues

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this MoU and the validity of the remainder of this MoU shall not be affected thereby. This MoU contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this MoU is (i) in writing; (ii) refers to this MoU; and (iii) executed by an authorized representative of each party. Any conflict should be resolved by the signatory of the institutions. If conflict persists, arbitrator can be engaged for further action for settlement.

Signatures

BIMTECH, India by:



Dr. H Chaturvedi
Director

ALDV, France by:



Pascal Brouaye
Executive Director

ADDENDUM – 1

Student Exchange Program

1. Responsibilities of Participating Institutions and Students

Each institution shall undertake all those measures seen as reasonable to give maximum effects to this exchange program.

- I. Each institution agrees to accept and enroll exchange students as full-time students for the duration of their exchange. Selection of the students will be done by the home university.
- II. Exchange students will be exempted from the host institution's tuition fees. This agreement is based on reciprocity. Each student will register and pay tuition fees at her/his home institution.
- III. Each exchange student will be provided with the same academic resources and support services that are available to all students of the host institution.
- IV. It is the responsibility of each exchange student to obtain official approval from his or her home institution for subject taken at the host institution.
- V. It is the responsibility of each exchange student to ensure that he or she obtains a copy of his or her official statement of result covering the subject taken during the period of exchange. In addition, each host institution will forward a copy of the statement of results to the program administrator at the home institution.

2. Number of Participants

Subject to the availability of suitable candidates, each institution will send to the other up to 2-5 students each academic year, during the period of agreement. The period of study for an exchange will be for one semester/term.

3. Selection and enrolment of Students

It is expected that only highly motivated students of above-average academic quality will be selected to participate in an exchange program. The home institution will screen applications from its student body for exchange. Students of post-graduate or master's programme are eligible to participate if they;

- I. Are enrolled at their home and host institution for the full period of the exchange;
- II. Have obtained agreement from their home faculty that, upon successful completion of the subjects at the host institution, full credit will be granted towards the degree at their home institution.
- III. And have satisfied any language proficiency requirements of the host institution, which is English.

4. Financial Responsibilities of Institutions

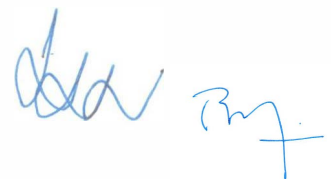
Exchange students will be provided with the following by the host institution, at no cost to the students:

- Reports and statement of results (transcript).

5. Financial Responsibilities of Exchange Students

Exchange students will be financially responsible for:

- Travel to and from the host institution,



- Books, stationery, etc.,
- Travel documentation, visas, etc.,
- Accommodation and living expenses,
- Health coverage relevant to the exchange institution and country,
- Personal travel within the host country.

6. Accommodation

It is recognized that on-campus accommodation may not always be possible. The host institution does not guarantee accommodation on campus for incoming students, however, every effort will be made to assist the students to obtain accommodation either on-campus or within a reasonable distance from the campus. BIMTECH is a residential campus so it guarantees the accommodation. Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposit.

7. Liability

Neither institution accepts any liability for accidents, injury or death occurring to exchange students, either on-campus or off-campus during the term of the exchange, nor any liability for debts or damages incurred by exchange students during the terms of the exchange.

8. Responsibility Clause

Student conduct and academic policy. While at the host institution, exchange students are subject to the student conduct and academic policies of the host institutions for matters specifically related to their program. All exchange students under this program must adhere to all course load requirements for exchange visitors and student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from BIMTECH. Both BIMTECH and ALDV retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the hosting institution's policies and standards.

The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

9. Exchange Program Review

Both institutions will be responsible for any review of the exchange program one year after the program is in effect and then every five years in connection with renewal of the agreement. Problems should not wait for a review but be dealt with when they arise. The review is essential in order to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

10. Signatures

BIMTECH, India by:



Dr. H Chaturvedi
Director

ALDV, France by:



Pascal Brouaye
Executive Director