



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the MoU) is made on the 5th Day of June, Two Thousand and fourteen.

BETWEEN

University Institute of Technology (France)

University Institute of Technology (France) 4 Avenue de Varsovie, Angoulême-16000, France, 05 45 67 02 39 - Fax: 05 45 67 32 09. Which expression shall, unless repugnant to the context hereof, mean its managers, successors and assignees hereinafter referred to as FIRST PART.

AND

Mewar University (MU)

Mewar University is an autonomous body promulgated by the Government of Rajasthan through Act No. 4 of 2009, passed by Rajasthan Assembly. The University is further approved by the UGC u/s 2(f) of the UGC Act 1956, with the right to confer degree u/s 22(1) of the UGC Act. Mewar University is promoted by the Mewar Education Society (MES) headed by Chancellor Shri Ashok Kumar Gadiya. It is controlled by a Board of Management, constituted by the MES and represented by its Chancellor CA Ashok Kumar Gadiya, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assignees of the SECOND PART.

WHEREAS both "Mewar University" and "University Institute of Technology", reckoning their complementing strengths and capabilities for Education and training, mutually agree to join forces and work together for fulfilment of their respective obligations on the terms and conditions described hereinafter

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. OBJECTIVE OF THE "MoU":

The very objective of this "MoU" is to pool the respective strengths, resources, expertise and goodwill of both Parties to the "MoU" for the purpose of creating employability of the youth by imparting education and training as and when required.

2. PURPOSE OF THE PROGRAMME:

Both Parties shall establish and develop efforts for purposes of exchange in research, training, teaching and development activities whenever the opportunity arises.

3. TERM of MoU

The "MoU" is initially for a period of five (5) years from the date of signing and can be extended for further period(s) on the terms and conditions as may be mutually agreed to between the Parties hereto.

4. AREAS OF COOPERATION

Cooperation under this Memorandum of Understanding (MoU) shall most importantly join efforts to establish and develop academic exchange and co-operation in teaching, training, research and development in areas as follows:

- 4.1 Faculty, Staff and Students Exchange Programs.** Both Parties agree that there shall be exchange of staff members and students so as to strengthen and develop education, organize seminars, workshops, training sessions, dialogues and research.
- 4.2 Industry Exposure for students.** 21-45 days of training in summer (after 6th semester) for Mewar University students, in a specific module giving an additional value to its running course.
- 4.3 Pursue PG courses.** B.tech students will have an option to further pursue M.Tech programme, and have provision of job.
- 4.4 Joint research activities and Publications.** Both Parties shall regularly exchange scientific materials, innovations and publications and coordination based on relevant activities and agreed programmes.
- 4.5 Participation in seminars and academic meetings.** Both Parties grouped in this MoU may invite each other to participate in activities, working groups, conferences and seminars that are not directly part of this MoU but that may be relevant to it, in conformity with respective applicable rules.
- 4.6 Exchange of academic materials and other information.** Both Parties agree that there will be exchange of academic material and other information from one Party to the other. The Parties further agree that products exchanged should be based on the needs of each Party to the agreement.
- 4.7 Special short-term academic programs.** Both Parties agree to jointly launch special short-term academic programs.

- 4.8 To share academic expertise and course curriculum for joint programs. Both Parties agree that there will be exchange of expertise and course curriculum for joint programs from one Party to the other.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Intellectual property rights, in particular copyright on material such as information, software and designs, shall be made available by any of the Parties to carry out the activities under this MoU shall remain with the originating Party.
- 5.2 Copyright of information, software and designs, as well as any other intellectual property rights, developed jointly by several Parties shall be jointly vested in the Parties concerned. Each Party concerned shall have full rights to use such jointly owned works for non-commercial purposes.

6. STATUS OF THE PARTIES

- 6.1 Neither Party nor its personnel shall be considered an official agent, employee, representative or joint partner of the other Party without consent of both Parties. Neither Party shall enter into any contract or commitment on behalf of the other Party.
- 6.2 Each Party shall carry out its responsibility and obligations under this MoU in accordance with rules and regulations applicable to it and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of the MoU

7. CONFIDENTIALITY

- 7.1 Both Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a Third Party or be used for any purpose not expressly permitted in writing by the other Party.
- 7.2 The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MoU.
- 7.3 For purposes of this MoU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.
- 7.4 The obligation of this confidentiality shall not apply under the following circumstances:
- I. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
 - II. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoU;

III. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a Third Party having lawful right to disclose such information; and

IV. The Confidential Information is required by law to be disclosed.

7.5 Each Party agrees and undertakes that shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and undertake to comply with the obligations as to the confidentiality herein contained.

8. IMPLEMENTATION OF THIS MEMORANDUM

8.1 The focal points for the collaboration will be, on the one hand, **director of IUT Angoulême** for this purpose and shall be communicated on behalf of University Institute of Technology (France) (IUT) and, on the other hand, the **Chancellor, Mewar University India (MUI)**

8.2 Both IUT and MUI will be responsible for coordination of the implementation by the Parties involved in this MoU as well as for administrative and financial oversight, and relevant procedures that will be elaborated by the Universities.

9. MODIFICATIONS

9.1 This MoU may be modified by mutual consent of all the Parties, in accordance with their respective rules and regulations.

9.2 Such amendments shall enter into force one month following notifications of consent by the Parties.

10. SEVERABILITY

10.1 Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, constructed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

11. DURATION AND TERMINATION

11.1 This MoU shall remain in force for a period of 3 years and be renewable thereafter, starting on the day of signature by the duly authorized representatives of the Parties.

11.2 Participation in this MoU may be terminated by any one of the Parties upon six month notice given to the other Parties. In that case the Parties will agree on measures required for the orderly conclusion of on-going activities in which the terminating Party is involved.

12. NOTICES

12.1 All Notices arising from this MoU shall be deemed to have been delivered:

To be Stamped and Signed by both Parties

Page 4

- a In the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the Receiving Party
- b In the case of registered mail, 7 (seven) days after dispatch or upon acknowledge receipt by the Receiving Party, whichever earlier
- c In the case of facsimile, upon successful completion of the transmission.

12.1.1 Notices under this MoU shall be addressed to the Parties at the following address:

University Institute of Technology (France): 4 Avenue de Varsovie, 16000 Angoulême, France

Ph. 00 33 5 45 67 02 39 - Fax: 00 33 5 45 67 32 09

Email: thami.zegloul@univ-poitiers.fr, <http://iut-angouleme.univ-poitiers.fr>

Mewar University: Mewar University, NH -79 Gangrar, Chittorgarh, Rajasthan, India

Ph. 01471-220881/82/83/84, 291148/58, 9414153567

Email: info@mewaruniversity.org , www.mewaruniversity.org

13. ENTIRE AGREEMENT.

13.1 This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

This Memorandum of Understanding was duly signed by representatives of all Parties involved on the 5th Day of June, 2014:

Signed:

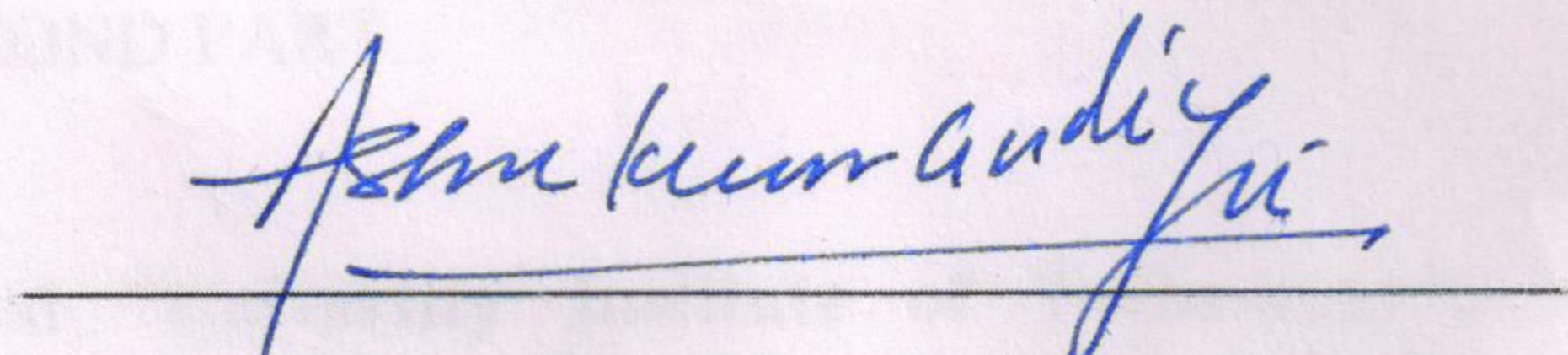
For and On behalf of **University Institute of Technology (France) :**


Thami Zegloul
Director/IUT Angoulême



Signed:

For and On behalf of **MEWAR UNIVERSITY (MUI):**


Ashok Kumar Gadiya
Chancellor/MUI



To be Stamped and Signed by both Parties

IUT

Institut Universitaire de Technologie

Direction

4, Avenue de Varsovie

16021 ANGOULÊME CEDEX

Page 5