



J.B. EDUCATIONAL SOCIETY

Regd. No. 4049 of 1993



Memorandum of Understanding

It Is a Free and non-Commercial MOU On Academic Collaboration

Between

Campus ESPRIT Industries (GIP CEI) – Management & Engineering Graduate School (MEGS)

And

Joginpally Bhaskar Educational Society

Yenkapally(V),Moinabad(M), Rangareddy, (District) Hyderabad,500075

Hereinafter referred to as the Parties

Campus ESPRIT Industries (GIP CEI) – Management & Engineering Graduate School (MEGS) (hereafter “GIP CEI - MEGS”),with headquarters at 26, quaiSurcouf - 35600 REDON – France legally represented by Professor Thierry SAUVAGE, Dean & General Manager of the Campus ESPRIT Industries.

Which herewith shall be jointly called as ‘the parties’, have mutually agreed within the framework of enhancing their co-operation and furthering their respective statutory objectives to agree on the following:

Article 1

Aims and Objectives.

This Memorandum of Understanding (‘MoU’) aims to the joint promotion of the scientific collaboration between the two organizations on a non-exclusive basis. The objective of the collaboration includes :

- Research Collaboration
- Student exchange
- Organization of conferences a workshops
- Summer School
- Dual degree program
- Twinning Program

Article 2

Obligations.

This MoU does not provide for any exclusive or preferential rights, or obligations of a financial nature. This MoU does not prejudice any collaborations or partnerships of the parties with third parties on issues relating to the wider objectives of this MoU. This Memorandum does not create legally binding or financial obligations for either party.

The development and implementation of specific activities based on this MOU will be separately negotiated between the Parties' and will result in separate contracts being signed.

Each Party agrees to carry out these activities in accordance with the applicable laws and regulations of the relevant country/countries after full consultation and approval by the other Party.

Article 3

Confidentiality.

Subject to obligations under legislation as may be applicable, both Parties, including their employees, subcontractors, advisers, and any party's holding company, shall maintain confidential, for the term of this MOU, any confidential information concerning all discussions, plans or developments that arise from this MOU (the "Confidential Information"), unless otherwise agreed in writing by the Parties. The Parties shall only use the Confidential Information for the Purpose set down in Article 1.

The Confidential Information obligations set forth above shall not extend to any information:

- a. which was lawfully in the possession of the disclosing party or its advisers prior to such disclosure as evidenced by the disclosing party's written records (or those of its advisers) and which was not acquired directly or indirectly from the receiving party;
- b. which was at the time of disclosure or which through no act on the part of the disclosing party becomes information generally available to the public; or
- c. which corresponds in substance to information furnished to the disclosing party on a non-confidential basis by any third party having a legal right to do so.

Either Party may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

Article 4

Intellectual Property. This clause is intended to be legally binding.

- a. Each Party acknowledges that nothing contained in this MOU shall give any right, title or interest in or to the ownership or use of the other Party's name and/or logo, save as granted under this MOU.
- b. Each Party shall maintain the ownership of its intellectual property that it discloses under this MOU. Such intellectual property rights will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior written consent of the intellectual property owner.
- c. Should any collaborative activities under this MOU result in any potential for intellectual property being jointly developed by the Parties, both Parties shall seek an equitable and fair understanding, and where applicable execute a legally binding agreement as to ownership of such intellectual property and other property interests that may arise.
- d. Each Party may grant to the other for the Term of this MOU only (as set out in clause 9), and according to a separate agreement, a non-exclusive, non-transferable, non-assignable, revocable, royalty-free licence to use its trade marks as necessary for the purposes of carrying out their obligations under this MOU, provided that each party obtains the other party's prior written consent as to the form and use of any trade marks on each occasion of intended use.
- e. Each Party undertakes not to do or permit to be done any act which would or might jeopardize or invalidate any registration of the other Party's name and/or trademarks.
- f. All uses of a Party's trademarks, including all goodwill arising, shall accrue solely to the benefit of the Party who owns the respective trade mark.
- g. All promotional literature and other materials prepared by the Parties in connection with this agreement shall bear appropriate copyright and trade mark notices as prescribed by the Parties.

Article 5

Data Protection.

Subject to the additional terms of any subsequent legally binding agreements entered into between the Parties, in the performance of obligations under this MOU, including without limitation all matters related to students, each Party undertakes to comply with their own respective national data protection legislation. The legislation covers data subjects' rights, fundamental freedoms, respect of dignity, personal identity and the right to personal data protection.

Article 6

Disputes.

The Parties agree that if any of the terms herein are subject to questions of intent or interpretation, or if the Parties identify other issues that are not addressed in this MOU, the Parties will enter into good faith negotiations to resolve such issues, and such resolutions shall be incorporated as written amendments to this MOU.

Article 7

Entry into Force and Duration.

- a. This MOU will remain valid for a period of five (05) years from the date of last signature below. At the end of the three-year term, it will automatically expire, unless the Parties agree to extend it in writing for any further agreed period.
- b. Either Party may terminate the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination where a formal legally binding agreement has been entered into between the Parties in respect of such projects or programs.
- c. This MOU may be terminated with immediate effect by either Party giving the other written notice at any time if the other Party:
 - i. is in material breach of any of its obligations under this MOU and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach; or
 - ii. engages in any act or omission which has or is reasonably likely to, in the reasonable opinion of the other Party, bring that Party into disrepute or diminished that Party's reputation.

Article 8

Variation.

This MoU may be modified by common written consent of the parties. It may be varied on a case-by-case basis through special agreement.

Article 09

Assignments.

Neither Party shall assign, transfer or otherwise dispose of any rights or obligations under this MOU without the prior written consent of the other Party (such consent not to be unreasonably withheld).

Article 10

Entire Agreement.

MOU constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Adherence to applicable laws. Staff and students of a Party involved in any activities under this MOU shall adhere to their applicable laws, and the applicable rules, regulations and procedures of that Party, except where they are operating at the other Party's premises, in which case they shall adhere to the applicable laws and the applicable rules, regulations and procedures of such other Party.

Article 11

Governing Law and Jurisdiction.

This agreement is subject to approval by competent authorities, according to the national laws of each entity.

Article 12

In witness whereof, this MOU is signed in duplicate by the official representatives of both Parties.

For **GIP CEI – MEGS**, France.

For **J B Educational Society**, Moinabad,
Hyderabad.

Prof. Dr. Thierry SAUVAGE, Director

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Date:



Directeur du GIP CEI, PhD

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