

## Memorandum of Understanding

## Меморандум о взаимопонимании

**ITS ENGINEERING COLLEGE**, (hereinafter referred to as ITS), a legal entity, with its place of business: 46, Knowledge Park-III, Greater Noida (U.P)-201308, India represented by its Executive Director, Dr. Vikas Singh

**Инженерный колледж Большой Нойды Индии** (в дальнейшем именуемый – ITS) в лице Исполнительного директора доктора Викас Вингх

and

И

Federal State Autonomous Educational Institution for Higher Education **NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY MISIS** (hereinafter referred to as **NUST MISIS**), a legal entity, with its place of business: 4 Leninsky Prospekt, Moscow, 119049, Russia, and represented by its Vice Rector for Academic Affairs, Timothy O'Connor, acting under the Power of attorney No. №40-03 dated 21.01.2020

Федеральное государственное автономное образовательное учреждение высшего образования **«НАЦИОНАЛЬНЫЙ ИССЛЕДОВАТЕЛЬСКИЙ ТЕХНОЛОГИЧЕСКИЙ УНИВЕРСИТЕТ «МИСиС»** (в дальнейшем именуемый – **НИТУ «МИСиС»**), юридическое лицо, с местонахождением по адресу: Ленинский проспект, д. 4, Москва, Россия, 119049, в лице Проректора по образованию Тимоти О'Коннора, действующего на основании Доверенности №40-03 от 21.01.2020.

ITS and NUST MISIS are referred to hereinafter either individually as "**Party**" or collectively as "**Parties**".

ITS и НИТУ «МИСиС» упоминаются в дальнейшем по отдельности как «**Сторона**», а вместе - как «**Стороны**».

### 1. Preamble

### 1. Преамбула

In accordance with a mutual desire to initiate cooperation and in order to explore the potential for collaboration in the relevant areas, Parties have agreed to sign the following Memorandum of Understanding (hereinafter referred to as the "MoU").

Исходя из взаимного желания о начале сотрудничества и с целью изучения возможностей для сотрудничества в актуальных областях, Стороны подписали настоящий Меморандум о взаимопонимании (далее именуемый «**MoU**»).

### 2. Main areas of cooperation

### 2. Основные области сотрудничества

Based on the principles of mutual benefit, both

Основываясь на принципах взаимной выгоды, обе Стороны намерены изучить возможности

Parties intend to explore opportunities for:

- (a) the reciprocal exchange of students;
- (b) the reciprocal exchange of research and teaching staff, and of other staff members;
- (c) research collaboration in fields with mutual interests between research staff, departments, and schools of both universities;
- (d) the organization of joint academic and scientific activities, such as lectures, courses, educational programs, conferences, seminars, and symposia;
- (e) the exchange and sharing of teaching, academic and research resources such as laboratory equipment, materials, publications, reference and other pertinent information;

All of the above with special reference to the cultural, economic, ethical, political and social implications of contemporary research in the global context.

### 3. Implementation of this MoU

Both Parties agree that specific projects and activities shall be developed for implementation of this MoU based on discussions and negotiations between the two parties. Agreements or contracts to carry out these projects and activities shall be signed separately.

Both Parties agree that all financial arrangements shall be determined on the basis of specific projects and activities and will depend on the availability of funds. Neither party shall levy tuition or other state fees on guest students. However, there may be other incidental fees required by the host institution.

сотрудничества в следующих областях:

- (a) взаимный обмен студентами;
- (b) взаимный обмен научно-педагогическими кадрами и другими сотрудниками;
- (c) научно-исследовательское сотрудничество в областях взаимных интересов между научными сотрудниками, кафедрами и институтами обоих университетов;
- (d) организация совместной учебной и научной деятельности, такие как лекции, курсы, образовательные программы, конференции, семинары и симпозиумы;
- (e) обмен и совместное использование учебно-методических, справочных, исследовательских материалов, лабораторного оборудования, публикаций и другой аналогичной информации

Все вышеуказанное сотрудничество должно реализовываться с учетом культурных, экономических, этических, политических и социальных аспектов актуальных исследований в глобальном контексте.

### 3. Реализация данного МоВ

Обе Стороны согласились, что конкретные проекты и мероприятия должны быть разработаны для реализации настоящего МоВ на основе обсуждений и переговоров между двумя Сторонами. Соглашения или договоры для осуществления конкретных проектов и мероприятий должны быть подписаны отдельно.

Обе Стороны соглашаются, что все финансовые механизмы определяются на основе конкретных проектов и мероприятий и будут зависеть от наличия средств. Ни одна из сторон не взимает плату за обучение или другие государственные сборы с приглашенных студентов. Тем не менее, могут взиматься дополнительные сборы, требуемые

принимающим учреждением.

#### 4. Duration, amendment and termination

This MoU shall become effective upon signing by both Parties and remain in force for a period of 5 years. The MoU may be renewed by mutual written consent at least six (6) months prior to the expiration date.

Proposals to amend this MoU may be made by either Party at any time. Amendments only take effect when mutual, written consent exists.

This MoU may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to the termination date and that no activities already in progress are unduly affected by such termination.

This MoU is made in Russian and English languages. Both texts are identical. In case of difficulties in interpretation the priority should be given to the English text of the MoU.

#### 4. Срок действия, изменение и прекращение

Настоящий MoB вступает в силу с момента его подписания Сторонами и действует в течение 5 лет. MoB может быть продлен по взаимному письменному согласию Сторон, которое должно быть подписано не позднее, чем за шесть (6) месяцев до истечения срока действия.

Предложения по изменению настоящего MoB могут быть сделаны Сторонами в любое время. Изменения вступают в силу только, если они оформлены в письменном виде.

Настоящий MoB может быть расторгнут любой Стороной в любое время при условии, что Сторона, являющаяся инициатором расторжения, уведомляет о своем намерении другую Сторону в письменном виде не позднее, чем за шесть месяцев до даты расторжения, и, что ни одна из Сторон настоящего MoB о взаимопонимании не пострадает от такого прекращения.

Настоящий MoB составлен на английском и русском языках. Оба текста являются идентичными. При возникновении трудностей в трактовке, приоритет следует отдавать английскому тексту настоящего MoB.

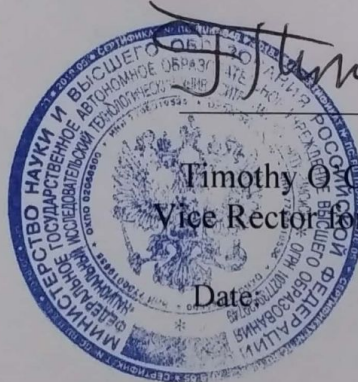
For ITS ENGINEERING COLLEGE

Dr. Vikas Singh  
Executive Director

Date:

17/08/2020

For NUST MISIS



Timothy O'Connor  
Vice Rector for Academic Affairs

Date:

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**Student Exchange Program Agreement / Соглашение о программе  
обмена студентами**

**Between / между**

**National University of Science and Technology MISIS / Национальным  
исследовательским технологическим университетом «МИСиС»**

**And / и**

**ITS Engineering College, Greater Noida (Uttar Pradesh, India) / Инженерным  
колледжом Большой Нойды (Уттар-Прадеш, Индия)**

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This cooperative agreement on the Student Exchange Program is made by and between **'National University of Science and Technology MISIS'** (Moscow, Russia) and **ITS Engineering College, Greater Noida (U.P, India)** (hereinafter jointly referred to in the singular as "Party," "Home University" and "Host University"; and in the plural as "the Parties").

RECOGNIZING that the Parties believe that the educative process at their respective institutions will be enhanced, and mutual understanding between their respective students increased, by the establishment of a student exchange program between ITS Engineering College and National University of Science and Technology MISiS.

DESIRING THEREFORE to enter into a bilateral agreement which will take account of the Parties' beliefs.

AGREEING HEREBY AS FOLLOWS:

Настоящее соглашение о сотрудничестве в рамках Программы обмена студентами заключается между **«Национальным исследовательским технологическим университетом «МИСиС»** (Москва, Россия) и **Инженерным колледжом Большой Нойды** (Уттар-Прадеш, Индия) (в дальнейшем совместно именуемыми в единственном числе «Сторона», «Направляющий университет» и «Принимающий университет», а во множественном числе «Стороны»).

ПРИЗНАВАЯ уверенность Сторон в том, что образовательный процесс в их соответствующих университетах будет расширяться, а взаимное понимание между их студентами расти благодаря созданию программы студенческого обмена между Инженерным колледжом Большой Нойды (Уттар-Прадеш, Индия) и Национальным исследовательским технологическим университетом «МИСиС».

И ПОЭТОМУ ВЫРАЖАЯ ЖЕЛАНИЕ заключить двустороннее соглашение, учитывающее общее стремления Сторон.

НАСТОЯЩИМ СТОРОНЫ СОГЛАШАЮТСЯ О СЛЕДУЮЩЕМ:

## 1. GENERAL CONDITIONS

- a. During each academic year of the term of this agreement, the exchange will involve up to two (2) undergraduate student semester units at each university. One student semester unit will represent one student studying for one semester at the Host University. Therefore, if one student studies at a university for two semesters, that would account for two student semester units. The number of student semester units may vary in any given year and a balance of exchanges will be subject to the terms of article 2.
- b. Participating students in this exchange program will be selected by their Home University, the method of selection to be determined by each Party hereto applying the following criteria in a general way:
  - i) Academic excellence in Home University; and
  - ii) Evaluation of the students' reasons for wishing to pursue the course of study made available through this exchange program.

## 2. BALANCE

- a. If an exchange imbalance exists at the end of any given year, either of the following options apply:
  - i) With the agreement of the Host University the number of undergraduate student semester units in a particular year may exceed three (3) where it is necessary to "balance" the numbers of exchange students; and
  - ii) If article 2, paragraph a., section i., is not applicable, students will be able to study at the respective partner on a fee-paying basis as International Undergraduate Visiting Students.

## 1. ОБЩИЕ УСЛОВИЯ

- a. В течение каждого академического года действия настоящего соглашения обмен включает не более двух (2) зачетных академических семестров в каждом университете. Один зачетный академический семестр это один студент, обучающийся в течение одного семестра в Принимающем университете. Таким образом, если один студент обучается в одном университете в течение двух семестров, это соответствует двум зачетным академическим семестрам. Количество зачетных академических семестров может варьироваться в любом конкретном году, а сбалансированность обмена определена положениями статьи 2.
- b. Студенты-участники данной программы обмена отбираются в своем Направляющем университете, способ отбора определяется каждой из Сторон настоящего Соглашения путем общего применения следующих критериев:
  - iii) Академические успехи в Направляющем университете; и
  - iv) Оценка причин, побуждающих студента к выбору курса обучения, предлагаемого этой программой обмена.

## 2. СБАЛАНСИРОВАННОСТЬ

- a. Если по завершении любого конкретного года обмен не сбалансирован, применяется один из следующих вариантов:
  - i) По соглашению с Принимающим университетом количество зачетных академических семестров в конкретном году может превышать три (3), если необходимо "сбалансировать" количество студентов по обмену; а также
  - ii) Если положения статьи 2, пар. а., раздела i., неприменимы, студенты могут обучаться у соответствующего партнера на платной основе в иностранных качестве приглашенных студентов.

3. NOMINATION OF STUDENTS will be accompanied by:

- a. The appropriate application form for the Host University;
- b. An official transcript from their Home University;
- c. A program of study to be undertaken by the student at the Host University, approved by their Home University as provided for in article 5;
- d. A birth certificate or other proof of citizenship (a photocopy of the face page of the student's passport is acceptable);
- e. The Host University will send a letter of permission to register to the participating students, with copy to the representative appointed at the Home University;

4. ADMINISTRATION OF THIS EXCHANGE PROGRAM

- a. Each Party shall appoint a member of its staff to serve as the representative of the university in its contacts with the other university. The representatives will co-operate, as appropriate, with the Registrar and members of the academic staff in facilitating the exchange process. The representatives will be the first point of contact in an emergency or a matter of discipline relating to an exchange student.
- b. Notices under this agreement will be sent to the primary contacts of each Party as outlined in the Appendix A to this agreement.
- c. Each Party agrees to provide calendars containing a list of core courses available for the whole year in their language of instruction. Course calendars can be posted on the website of the respective universities, failing which they must be sent by mail.
- d. The Parties agree to work together toward the integration of international exchange students.

3. ЗАЧИСЛЕНИЕ СТУДЕНТОВ требует наличия следующих документов:

- a. Соответствующая анкета для Принимающего университета;
- b. Официальный транскрипт из Направляющего университета;
- c. Программа обучения студента в Принимающем университете, одобренная его Направляющим университетом согласно статье 5;
- d. Свидетельство о рождении или другой документ, подтверждающий гражданство (к примеру, фотокопия первой страницы паспорта студента);
- e. Принимающий университет высылает разрешение на регистрацию участвующим в программе студентам (Письмо о зачислении), копия которого направляется представителю, назначенному Направляющим университетом;

4. МЕРЫ ПО ОРГАНИЗАЦИИ ПРОГРАММЫ ОБМЕНА

- a. Каждая из Сторон назначает своего сотрудника представителем университета, отвечающим за контакты с другим университетом. Представители сотрудничают соответствующим образом с Секретарем и преподавательским составом в целях оптимизации процесса обмена. Представители являются первыми контактными лицами касательно студентов по обмену в экстренных случаях или по вопросам дисциплинарного характера.
- b. Уведомления по настоящему соглашению высылаются основным контактными лицам от каждой Стороны согласно Приложению А к настоящему Соглашению.
- c. Каждая Сторона соглашается предоставить календарные планы с указанием основных курсов в течение года на языке обучения в своем университете. Календарные планы курсов могут размещаться на сайтах соответствующих университетов, в ином случае они направляются по почте.

- d. Стороны соглашаются совместно способствовать интеграции иностранных студентов по обмену в студенческую жизнь.

#### 5. ACADEMIC PROGRAM

Each student in the exchange program shall pursue an academic program which is developed in consultation with his/her university, and which is not in conflict with the regulations of the Host University. Each student will take courses regularly offered at the Host University, and will have all the rights and privileges enjoyed by other students on that campus, but remain subject to the regulations of their Home University as well as the Host University. Students participating in the program shall be subject to the rules, regulations and discipline of the Host University in which they are enrolled. The Host University will provide official academic transcripts to students' Home University, as soon as possible after the end of the student's stay at the Host University.

#### 5. АКАДЕМИЧЕСКАЯ ПРОГРАММА

Каждый студент программы обмена обучается по академической программе, разрабатываемой в ходе консультаций с Направляющим университетом и не противоречащей правилам Принимающего университета. Каждый студент обучается в рамках курсов, обычно предлагаемых в Принимающем университете, а также пользуется правами и привилегиями наравне с другими студентами на кампусе, однако обязан следовать правилам Принимающего, а также Направляющего университетов. Участвующие в программе студенты обязаны следовать правилам, предписаниям и дисциплинарным нормам Принимающего университета по факту зачисления. Принимающий университет предоставляет Направляющему университету официальные академические справки студентов сразу же после окончания пребывания студента в Принимающем университете.

#### 6. ACCOMMODATION

The Parties agree that if on-campus residential accommodation or other suitable University or College-approved accommodation is available, it will be at a cost per student no greater than that charged to other students attending the Host University. The cost for such housing shall be paid by each student as an individual and neither university shall be held liable for payment of such charges.

#### 6. ПРОЖИВАНИЕ

Стороны соглашаются, что если возможно проживание в общежитии на кампусе или другой вид проживания, одобренный и подходящий для Университета или Колледжа, его стоимость для студента не должна превышать стоимости для других студентов, обучающихся в Принимающем университете. Стоимость такого проживания оплачивается каждым студентом в индивидуальном порядке, и ни один университет не несет ответственности за оплату таких расходов.

#### 7. LANGUAGE REQUIREMENTS

Students may be required to meet the language proficiency requirements as

#### 7. ТРЕБОВАНИЯ К ЗНАНИЮ ЯЗЫКА

Для участия в академической программе от студентов может

outlined by each university in order to participate in any academic program.

потребоваться соответствие требованиям к знанию языка каждого университета.

#### 8. TUITION FEES

- a. The Parties agree that any fees approved by the Parties to this agreement, payable by students participating in the exchange program encompassed by this agreement, shall not be greater than fees paid by students in the Host University.
- b. The students will pay the tuition and other required fees to their Home University. They will need to pay non-tuition fees as required by the Host University.

#### 8. СТОИМОСТЬ ОБУЧЕНИЯ

- a. Стороны соглашаются, что любая стоимость, одобренная Сторонами настоящего соглашения для студентов, участвующих в программе обмена по настоящему соглашению, не должна быть выше стоимости, действующей для студентов Принимающего университета
- b. Студенты оплачивают обучение и другие требуемые расходы в Направляющем университете. Они также оплачивают не связанные с обучением расходы согласно требованиям Принимающего университета.

#### 9. STUDENT RESPONSIBILITIES

- a. Each student selected shall satisfy the Home University that s/he has obtained all necessary documents (visa, study permit if needed, etc.) required by the host country and the Host University for their stay and that s/he has adequate funds for transportation to and from the Host University and for subsistence during the period of enrolment at the Host University under the terms of this agreement.
- b. Students participating in this student exchange program shall, before departure, pay all statutory costs normally required as if they were to continue studying at their Home University. These costs include tuition fees, tax and compulsory student association fees if applicable.
- c. Students participating under this agreement shall be responsible for the cost of their travel from home to the Host University, and return, and shall be fully responsible for all costs associated with their subsistence while in the host country under the terms of this agreement. Such costs may be provided by a suitable home-country benefactor.
- d. Students must subscribe to the Host

#### 9 ОБЯЗАННОСТИ СТУДЕНТОВ

- a. Каждый отобранный студент предоставляет Принимающему университету все необходимые документы (виза, разрешение на учебу, если потребуется и т.д.), требуемые принимающей страной и Принимающим университетом на период пребывания, а также доказательство наличия необходимых средств на оплату проезда до места обучения и обратно, а также средства существования на период пребывания в Принимающем университете согласно условиям настоящего соглашения.
- b. Студенты, участвующие в настоящей программе студенческого обмена, должны до отъезда оплатить все обязательные и обычно требуемые расходы, как будто бы они продолжали обучение в своем Направляющем университете. Эти расходы включают стоимость обучения, и, если применимо, обязательные взносы за участие в студенческих ассоциациях.
- c. Студенты, участвующие в программе по настоящему соглашению, несут ответственность



University health insurance plan, if required, and to an international travel insurance plan to cover personal accident, medical expenses and repatriation of remains.

- e. It is the responsibility of the students to ensure that there is no outstanding balance in their account at the Host University. Any outstanding balance could result in a delay of sending official summary/transcript to the Home University.

за оплату проезда к месту обучения и обратно, а также полностью отвечают за наличие у студента средств к существованию в принимающей стране согласно требованиям настоящего соглашения. Такие расходы могут быть покрыты соответствующей стипендиальной программой или фондом в направляющем университете или страны.

- d. Студенты обязаны присоединиться к системе медицинского страхования в Принимающем университете, если требуется, а также к системе международного страхования путешествующих с покрытием индивидуального страхования от несчастных случаев, медицинских расходов и репатриации останков.
- e. Студенты должны подтвердить отсутствие задолженности перед Направляющим университетом. Любая задолженность может привести к задержке в направлении официального итогового транскрипта (академической справки) в адрес Направляющего университета.

#### 10. GOVERNING LANGUAGE

This agreement is written in English and Russian. In case of difficulties in interpretation a priority should be given to the English text of this agreement. All reports and other documents required or which may be required by this agreement must be written in English.

#### 10. ОСНОВНОЙ ЯЗЫК

Настоящее соглашение составлено на английском и русском языках. При возникновении трудностей в трактовке, приоритет следует отдавать английскому тексту настоящего соглашения. Любая отчетность и другие документы, требуемые в настоящем или будущем по настоящему соглашению, должны быть составлены на английском языке.

#### 11. DURATION OF THE AGREEMENT

- a. This agreement shall remain in force for a period of five (5) years starting on the date of later signature and subject from time to time to revision or modification by mutual agreement. Representatives from both Parties shall discuss the terms of a renewal at least six (6) months prior to the natural termination of this agreement.
- b. Either Party, by written notice to the other Party no less than six (6) months

#### 11. СРОК ДЕЙСТВИЯ СОГЛАШЕНИЯ

- a. Настоящее соглашение сохраняет действие на срок пять (5) лет со дня его подписания с учетом возможности его периодического пересмотра или изменения по взаимному согласию Сторон. Представители обеих Сторон обсудят условия возобновления не менее чем за шесть (6) месяцев до оговоренного окончания срока действия настоящего соглашения.

prior to the end of any calendar year may terminate this agreement at the end of that calendar year.

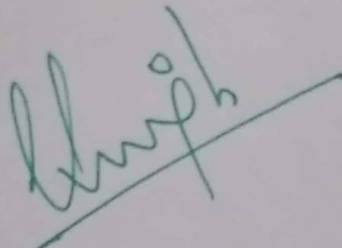
- c. Notwithstanding the termination of this agreement as provided in article 11, paragraph b., it is agreed that any student, who at the date of termination has been accepted to the program and/or has commenced a course of study at the Host University, may complete that course of study under the terms of this agreement.

- b. Любая из Сторон по письменному уведомлению другой Стороне не менее чем за шесть (6) месяцев до окончания любого календарного года может прекратить действие настоящего соглашения по окончании этого календарного года.
- c. Вне зависимости от прекращения действия настоящего соглашения согласно статье 11, пар. b., Стороны соглашаются, что любой студент, принятый на программу на дату окончания действия соглашения и/или начавший курс обучения в Принимающем университете, может завершить такой курс по условиям настоящего соглашения.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Education Institutions, have signed and sealed this Agreement.

В СВИДЕТЕЛЬСТВО ЧЕМУ нижеподписавшиеся лица, должным образом уполномоченные соответствующими образовательными организациями, подписали настоящее Соглашение и скрепили его печатями.

Signed in /



on the 17<sup>th</sup> day of August, 2020 /

дата \_\_\_\_\_, 2020



Signed \_\_\_\_\_ /

on the \_\_\_ day of \_\_\_\_\_, 2020 /

дата \_\_\_\_\_, 2020

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**Dr. Vikas Singh**  
Executive Director  
ITS Engineering College, Greater Noida  
(Uttar Pradesh, India)

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**Dr. Timothy Edward O'Connor /**  
**Д-р Тимоти Эдвард О'Коннор**  
**Vice-Rector / Проректор**  
National University of Science & Technology  
MISIS / Национальный исследовательский  
технологический университет «МИСиС»

## **IESEG SUMMER PROGRAMS AGREEMENT 2021**

Made effective as of the 10<sup>th</sup> day of December 2020 (the “Effective Date”) between

**IESEG School of Management**  
**(“IESEG”)**  
**France**

**and**

**I.T.S ENGINEERING COLLEGE**  
**(“ITSEC”)**  
**India**

### **WHEREAS:**

- A. **I.T.S ENGINEERING COLLEGE (“ITSEC”)** wishes to engage **IESEG School of Management (“IESEG”)** to provide Summer Programming (the “**Summer Programs**”) on its Paris campus for undergraduate, graduate and recent graduate students (less than 3 years) from **I.T.S ENGINEERING COLLEGE** (the “**ITSEC**” Students”);
- B. “**ITSEC**” and **IESEG** (the “**Parties**”) wish to set out the principles and operational guidelines under which the Summer Programs will operate.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein the Parties agree as follows:

### **1. SERVICES**

Pursuant to the terms and conditions hereunder **IESEG** shall provide the Summer Programs for “**ITSEC**” Students in accordance with the specifications outlined in **APPENDIX 1** (the “**Services**”).

### **2. TERM AND CONDITIONS OF TERMINATION**

- 2.1 This Agreement enters into force on the Effective Date.
- 2.2 The Summer Programs shall take place in July 2021. This Agreement shall terminate 30 days’ following the completion of the Summer Programs unless earlier terminated in accordance with this Agreement.
- 2.3 Either Party may terminate this Agreement by providing written notice within 60 (sixty) days by email only, before the commencement of the Summer Programs, at a certain cost.

IESEG will levy a cancellation charge on the scale shown in the table set out below. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

Till 60 days before the program	Between 59 days before and the 1 <sup>st</sup> day of the Program	During the Program
Full refund of all fees	Full amount of the program is nonrefundable and due	Full amount of the program is nonrefundable and due


2.4 If "ITSEC" terminates this Agreement pursuant to section 2.3, "ITSEC" will pay IESEG for the proportional amount corresponding to the Services undertaken by IESEG as of the date on which termination notice was given. For purposes of establishing this amount, IESEG shall deliver to "ITSEC", within the next 15 (fifteen) days following the receipt of relevant notice, an estimate of the expenses incurred by IESEG, as of the date of notice. If "ITSEC" agrees with the estimate, it shall pay the amount within the next 15 (fifteen) days; and IESEG shall sign relevant receipt, which shall constitute settlement of debt. If "ITSEC" does not agree with the estimate, the Parties shall meet to attempt to reach agreement on the amount to be paid by "ITSEC" to IESEG, taking into consideration the Services provided by IESEG, the previous payments made by "ITSEC", and verified expenses incurred by IESEG. Such agreement reached in the aforementioned meeting shall be in writing, and duly signed by the legal representatives of the Parties and shall establish the amount payable and the date by which such payment shall be made.

2.5 A Party may terminate this Agreement for good cause if the other Party does not fulfil any of its duties and obligations as set out in this Agreement and fails to remedy such default within thirty (30) days after being advised of such default by the other Party.

### 3. FEES

3.1 "ITSEC" agrees to pay IESEG the applicable fees for each "ITSEC" Student outlined in Appendix 1 section E. Payments shall be made by deposit on account number IBAN FR76 30003 01098 0005 0789645 89 / BIC-SWIFT: SOGEFRPP owned by IESEG (Société Générale).

3.2 IESEG shall provide "ITSEC" with invoices for the applicable fees (including taxes), 30 (thirty) days prior to the commencement of the Summer Programs. In the event of delay in the provision of the invoices on behalf of IESEG, the payment obligation of "ITSEC" shall be extended for a period equivalent to such delay.



**RELEVÉ D'IDENTITÉ BANCAIRE**

Account owner  
IESEG Facturations Diverses

Bank Address  
SOCIÉTÉ GÉNÉRALE  
LILLE NORD ENTREPRISES  
27 RUE DE TOURNAI  
59020 LILLE - FRANCE

Bank reference numbers

Code banque	Code guichet	N° Compte	Clé RIB
30003	01098	00050789645	89

International Bank Account Number / IBAN  
IBAN : FR76 30003 01098 00050789645 89

BIC / SWIFT code  
SOGEFRPP

#### 4. COORDINATORS

4.1 Each of the Parties shall appoint a coordinator for the activities hereunder, as follows:

Institution	Contact details <sup>1</sup> (email, phone)	Website
<b>IESEG School of Management</b>	<p><b>Head of Middle East Development and Customized Programs:</b> Miss Farah HEFIED (<a href="mailto:f.hefied@ieseg.fr">f.hefied@ieseg.fr</a>) Tel: +33 1 55 91 10 10 Cell: +33 7 85 13 36 09</p> <p>Address / Paris campus: IESEG School of Management, Socle de la Grande Arche, 1 Parvis de La Défense, 92044 Paris La Défense cedex, France</p>	<a href="http://www.ieseg.fr">www.ieseg.fr</a>
<b>I.T.S ENGINEERING COLLEGE</b>	<p><b>Executive Director:</b> Dr. Vikas Singh (<a href="mailto:ed@its.edu.in">ed@its.edu.in</a>) Tel: +91 9810015377</p> <p>Address : Greater Noida : 46, Knowledge Park-III, Greater Noida (U.P)-201308, India</p>	<a href="http://www.itsecg.n.edu">www.itsecg.n.edu</a>

4.2 The Parties agree that the persons appointed as coordinators under this clause, shall perform all necessary actions in order to facilitate the operation and execution of the subject matter of this Agreement. The coordinators shall not have powers to agree on any amendment to this Agreement.

4.3 A coordinator may be replaced at any time, if the Party who makes such replacement provides at least 8 (eight) days prior written notice to the other party and provides the contact information for the new coordinator.

#### 5. CONFIDENTIALITY

5.1 The Parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them, regardless of the means by which it is made known to them, pursuant to this Agreement is owned by IESEG or by "ITSEC", as applicable, and that such information is CONFIDENTIAL (the "Confidential Information"). Confidential Information includes any type of information qualified as such, and that is provided, partially or entirely, by either of the Parties, whether directly or indirectly, orally (as long as it is recorded in written document or minutes, or any other means of evidence which prove its transmission), in writing, in digital form, or reproduced by any means.

<sup>1</sup> Contact details to reach the senior officer in charge of this Agreement.

5.2 The Parties agree not to disclose or transfer any Confidential Information, whether partially or entirely, to any third party, as well as not to use any Confidential Information for purposes other than those set forth in this Agreement.

5.3 The obligation to keep Confidential Information confidential shall however not apply to information which, through no act or failure to act on the part of a Party:

- (i) is already known to a third party to whom it is disclosed;
- (ii) becomes part of the public domain without breach of this Agreement;
- (iii) is obtained from third parties which have no confidentiality obligations to the Parties;
- (iv) is authorized for release by the disclosing Party; or
- (v) is required by law or regulation to be disclosed.

In the event that Confidential Information is required to be disclosed pursuant to this clause, the Party required to make disclosure shall notify the other to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

5.4 The Parties agree that this Agreement does not grant any license, or any type of right, regarding either Party's "Intellectual Property". Each of the Parties undertakes not to use, commercialize, reveal to third parties, distribute, give away, or in any other way, dispose of any development made by the other Party, or any material or excess material that results from Intellectual Property, without previous written authorization on behalf of the owner Party; and upon the expiration or termination of this Agreement, such developments and materials shall be returned to their owner.

5.5 The Parties may not reproduce any type of material that was provided to them or developed under this Agreement, without authorization of the counterparty.

## **6. CONFIDENTIALITY DUTY AND MANAGEMENT REGARDING PERSONAL DATA**

6.1 The Parties agree to comply with all applicable legal provisions regarding personal data protection.

6.2 The Parties will ensure that they obtain the necessary consents or provide the appropriate notice to the "ITSEC" Students in the Summer Programs to the collection, use, retention and disclosure of a student's personal information / personal data (the "**Personal Data**") in accordance with applicable privacy laws.

6.3 Each Party agrees:

- (i) to protect the Personal Data against unauthorized access, disclosure, copying, use or modification;
- (ii) to use the Personal Data only for the purposes of the Summer Programs and this Agreement;
- (iii) to notify the other Party immediately, in writing, of any security breaches relating to the Personal Data;

- (iv) to inform the other Party of any request by an individual in respect of the existence, use or disclosure of any Personal Data;
- (v) to cooperate fully with the other Party in respect of any inquiry or complaint in respect of the Personal Data; and
- (vi) not to use the Personal Data for its own benefit or the benefit of third parties, other than as provided for in this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1 IÉSEG represents and warrants to and in favour of "ITSEC" that:
- (a) It is a non-profit organization legally formed under the French law. IÉSEG is fully recognized by the French Ministry for Higher Education, Research and Innovation.
  - (b) Its legal representative has all the necessary and sufficient powers to execute this Agreement, and that such powers have not been revoked nor modified.
  - (c) It has an Official Taxpayer Document in its country, France: tax number: FR 54783707052 (VAT).
  - (d) Its fiscal domicile is located at 3 rue de la Digue, 59000 Lille, France.
- 7.2 "ITSEC" represents and warrants to and in favour of IÉSEG that:
- (a) . ITS Engineering College, Greater Noida (NAAC & NBA Accredited), affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow, approved by AICTE, New Delhi is promoted and run by Durga Charitable Society.
  - (b) Its legal representative Dr. Vikas Singh, has all the necessary and sufficient powers to execute this Agreement, and that such powers have not been revoked nor modified.
  - (c) It is duly registered in India under Designated Learning Number or Tax number: AAAT007
  - (d) Its fiscal domicile is located in India.
- 7.3 Both Parties agree that:
- (a) with the execution of this Agreement pursuant to the terms and conditions set forth herein.
  - (b) They have the sufficient power and authority to undertake their respective obligations set forth herein.
  - (c) Neither Party is under any obligation, contractual or otherwise, to request or obtain the consent or approval of any person, and no approvals or consents of any Person are required to be obtained by either Party in connection with the execution, delivery or performance by each Party of this Agreement.

## **8. RELATIONSHIP**

This Agreement is not intended to create, nor shall it be construed as creating, any partnership, joint venture, employment or agency relationship between the Parties. Neither Party is responsible for payments for the other Party of wages, salaries, or accompanying source deductions of any employee of the other Party.

## **9. AMENDMENTS**

Any amendment, supplement, or clarification to the terms and conditions hereunder, shall be made in writing, duly signed by each of the parties' representative.

## **10. LIABILITY AND FORCE MAJEURE**

10.1 Failure of either Party to comply with any of its obligations hereunder, shall not be considered as negligence or breach hereof, as long as such failure arises from a *force majeure* event and the affected Party by such event had: a) adopted all appropriate preventive measures, due care and taken all reasonable alternative measures in order to comply with the terms and conditions hereunder; and b) informed the other Party about such event as promptly as possible.

10.2 For purposes of this clause, "*Force Majeure*" means an event that is out of reasonable control of any of the Parties and makes compliance with that Party's obligations impossible to perform or be deemed as not viable or impossible to perform due to those circumstances.

10.3 Any period within which either Party shall be required to perform an activity or task under this Agreement shall be extended for a period equivalent to that in which such Party was not able to perform such activity because of the *force majeure* event.

10.4 Neither Party accepts any liability to the other Party for accidents, injury or death occurring to "ITSEC" Students, either on campus or off campus, nor any liability for debts or damages incurred by "ITSEC" Students in connection with their involvement in the Summer Programs.

## **11. ENTIRE AGREEMENT**

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any other negotiation, obligation or communication between them, whether written or oral, effected prior to the effective date hereof.



## 12. NOTICES

13.1 All notices provided hereunder shall be in writing and shall be delivered personally or sent to the Parties as follows:

<b>IESEG SCHOOL OF MANAGEMENT</b>
3 rue de la Digue, 59000 Lille, France Miss Farah HEFIED Tel: +33 (0)1 55 91 10 10 <a href="mailto:Summer@ieseg.fr">Summer@ieseg.fr</a>

<b>I.T.S ENGINEERING COLLEGE</b>
<b>46, Knowledge Park-III, Graeter Noida (U.P)- 201308, India</b> <b>Dr. Kamal Gupta</b> Ph: 0120- 2331000, 2331001 <a href="mailto:Kamalgupta.mba.gn@its.edu.in">Kamalgupta.mba.gn@its.edu.in</a>

Any modification to the Parties' domiciles shall be given in written notice to the other party (return receipt requested), at least 10 (ten) calendar days prior to the date in which such modification is to come into full force and effect.

## 13. GOVERNING LAW

14.1 The Parties agree that all disputes relating to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual agreement of the Parties. If a mutual agreement is not possible, "ITSEC" may initiate mediation at its own expense. The mediation shall be conducted in English.

This Agreement may be executed either in original or electronic form by the Parties in counterparts, and such counterparts together shall constitute one and the same Agreement.

December, 2020  
IESEG SCHOOL OF MANAGEMENT

  
**Dr. Antonio GIANGRECO**  
Associate Dean – International Relations



December, 2020  
I.T.S ENGINEERING COLLEGE

  
**DR. VIKAS SINGH**  
EXECUTIVE DIRECTOR

**Prof. (Dr.) Vikas Singh**  
Executive Director  
I.T.S Engineering College

## APPENDIX 1

For the summer programs 2021 IÉSEG decided to offer different options to students due to the pandemic of COVID-19:

- Join classes on-campus and/or online for synchronous classes (1PM to 5PM every weekday – French time) to get the best of interaction with professors and classmates
- Attend on-campus and/or online asynchronous lectures to deepen their understanding and focus on specific topics
- We will also offer you various synchronous cultural activities and visits to get a glimpse of Paris and French culture

### A. Program purpose and description

The Summer Programs 2021 in Paris, France will be as follow:

- Entrepreneurship and Innovation Summer Program: July 5<sup>th</sup> to July 16<sup>th</sup>, 2021. Housing will be provided to students starting from July 4<sup>th</sup> to July 17<sup>th</sup>, 2021 (if the students choose to come on-campus).
- Digital Marketing Summer Program: July 5<sup>th</sup> to July 16<sup>th</sup>, 2021. Housing will be provided to students starting from July 4<sup>th</sup> to July 17<sup>th</sup>, 2021 (if the students choose to come on-campus).
- Fashion Business Summer Program: July 5<sup>th</sup> to July 16<sup>th</sup>, 2021. Housing will be provided to students starting from July 4<sup>th</sup> to July 17<sup>th</sup>, 2021 (if the students choose to come on-campus).
- International Summer Academy: July 5<sup>th</sup> to July 30<sup>th</sup>, 2021. Housing will be provided to students starting from July 4<sup>th</sup> to July 31<sup>st</sup>, 2021 (if the students choose to come on-campus).

All courses are taught in English. ECTS (European Credits Transfer System) credits obtained are transferrable.

### B. Number of students

The maximum number of students for the Summer Programs is **30**.

### C. Selection of participants

“ITSEC” will select the “ITSEC” Students to participate in the Summer Programs. To be eligible for the Summer Programs each student must:

- Be a regular student of “ITSEC”;
- Have a passport valid until minimum January 2022;
- Have the following minimum standard test scores (B2 level) in TOEFL 90, IELTS 5.5, TOEIC 800, BULATS 65 & Cambridge B2 First, or English letter attesting the level of the student.

“ITSEC” will provide the following documentation for each nominated student:

- Resume in English;

- All transcripts from higher education;
- Courses selection form (ISA program only);

“ITSEC” Students will be required to have international insurance: from check-in to check-out from the residence: health insurance (hospitalization, repatriation at minimum), civil liability and lost luggage).

#### D. Contracted services

The Services provided by IÉSEG include:

- Academic program with professors with international experience;
- Accommodation in student housing for all “ITSEC” Students (as mentioned in section A for the Appendix 1(if the students choose to come on-campus));
- Course materials;
- Transcript: IÉSEG will provide a transcript for each “ITSEC” Student 4 (four) to 6 (six) weeks after completion of all subjects.

#### E. Fees (dates, amounts)

The Summer Programs Fees are as follow:

	Entrepreneurship and Innovation, Digital Marketing or Fashion Business (2 weeks programs)		International Summer Academy (4 weeks program)	
	ON-CAMPUS	ONLINE	ON-CAMPUS	ONLINE
Tuition fees (topic-based courses)	1 260 €	1 000 €	1 440 €	1 150 €
Housing Package (optional)	800 €	N/A	1 300 €	N/A
Administrative fees	200 €	200 €	200 €	200 €
<b>TOTAL</b>	<b><u>2 260 €</u></b>	<b><u>1 200 €</u></b>	<b><u>2 940 €</u></b>	<b><u>1 350 €</u></b>

If “ITSEC” sent to IÉSEG 10 or more students for summer programs, we would offer round-trip tickets (up to 1000€) and the housing in Paris for one week (up to 800€) for a teacher or a staff member (chaperone) of “ITSEC” (depending on travel bans).

The fees cover the following aspects during the Summer Programs on-campus and online:

- All-in class and online teaching and course materials;
- Access to all IÉSEG facilities on-campus and online;
- An official IÉSEG transcript and certificate;
- Housing Package: Accommodation in single rooms with private bathroom including apartment amenities (free Wi-Fi, common areas, etc.) if the students choose to come on-campus;
  - Extra-curricular activities if the students take the housing package. If the students don't take the housing package each activity will be 50€ to be paid at arrival by credit card or cash to IÉSEG. The cultural activities including (subject to change without notice): A Seine river cruise; Opéra Garnier; Tours of Paris district; Versailles; Etc.

“ITSEC” will pay half (50%) of the total amount due for the Summer Programs to IÉSEG by April 30<sup>th</sup>, 2021, and the remaining amount by June 15<sup>th</sup>, 2021.

#### Surcharges

	Before May 1 <sup>st</sup>	After May 1 <sup>st</sup>
Change of course (ONLY for International Summer Academy)	No charge	20€
Request of a housing package	No charge	100€
Registration to extra-curricular activity without a housing package	50€ per activity (subject to availability)	
Hour of cleaning in the accommodation provided by IÉSEG SCHOOL OF MANAGEMENT	30€ the hour	
Edition of a new student card	30€	
Issue of a new transcript or a new certificate	25€	

#### F. Responsibilities of “ITSEC”

“ITSEC” will:

- Provide the necessary information on the Summer Programs to all enrolled students;
- Promote the Summer Programs so its students can have access to the information;
- Help students with the enrolment to the Summer Programs;
- Gather the checklist documents and send them to IÉSEG by no later than **April 30<sup>th</sup>, 2021**;
- Help “ITSEC” Students on departure plans with an orientation session;
- Inform IÉSEG if a “ITSEC” member will be accompanying the “ITSEC” Students for one week, if minimum number of students (10) is met.

#### G. Responsibilities of IÉSEG School of Management

IÉSEG will:

- Provide all the Services;
- Send the acceptance letters to “ITSEC” to be provided to each “ITSEC” Student upon the receipt of their documents;
- Provide transcripts to all “ITSEC” Students upon the completion of the Summer Programs.

#### H. Responsibilities of “ITSEC” Students

- Have their passport valid until minimum January 2022
- Submit all the checklist documents by April 30<sup>th</sup>;
- Have their international medical insurance with them at all times during their trip;
- Have their airplane arrangements done before their departure to Europe;
- Have their acceptance letter with them during their trip to Europe;
- Attend the informational session at “ITSEC” to be aware of what is expected of them throughout their participation in the Summer Programs;
- Pay for their personal expenses (food, plane tickets, visa fees, etc.);
- Apply for a visa if applicable (check with the closest French consulate or [https://france-visas.gouv.fr/en\\_US/web/france-visas](https://france-visas.gouv.fr/en_US/web/france-visas))

“ITSEC” Students will be expected to adhere to the same behavioural standards and duties as local students of IÉSEG. During the Summer Programs each “ITSEC” Student will be subject to the policies, rules and regulations of IÉSEG and may be subject to discipline for academic or non-academic misconduct by IÉSEG. In cases of academic and non-academic misconduct during the Summer Programs, the policies, regulations and procedures governing discipline for such misconduct of IÉSEG will apply.

The Parties may terminate the participation of a “ITSEC” Student in the Summer Programs should that “ITSEC” Student violate the laws or regulations of IÉSEG, or be found by a competent authority to have violated the laws of the host country. For further certainty, IÉSEG reserves the right to require the withdrawal of any “ITSEC” Student from the Summer Programs whose academic standing or conduct warrants such action. IÉSEG will consult with “ITSEC” before finalizing such action.

Students' work is graded out of 20 points, the lowest passing grade being 10/20. Grades may be awarded for final examinations, individual and/or group papers and reports, and class participation. Most grades are a mix of several of these types of assessment.

Grades are converted on the following scale:

ECTS	US GRADING SCALE	IESEG - FRANCE	DEFINITION	QUALITY OF ENGAGEMENT
A	A+	16-20/20	<b>EXCELLENT</b> Remarkable work, with only minor inadequacies. First-class.	Being on time, preparing assignments on time, mastering subjects, completing all the readings required, participating actively to class discussion, bringing personal experience to the classroom, helping always others, providing inputs and feedback to the course, listening, being open to learn not only from instructors but also from fellow students, showing excellent analytical skills
	A	14-15.99/20	<b>VERY GOOD</b> Result well above average, despite some inadequacies. Good second-class.	Being on time, preparing assignments on time, showing great interest in subjects and in interacting with others, showing an active level of participation, demonstrating remarkable analytical skills, helping others with regularity
	A-	13-13.99/20	<b>GOOD</b> Good work on the whole, despite several inadequacies. Second-class.	Being on time, preparing assignments on time, helping others when solicited, showing an upright interest in the subjects and in interacting with others, demonstrating significant analytical skills, substantial listening
B	B+	12.5-12.99/20	<b>GOOD</b> Good work on the whole, despite several inadequacies. Second-class.	Being on time, preparing assignments on time, helping others when solicited, showing an upright interest in the subjects and in interacting with others, demonstrating significant analytical skills, substantial listening
	B	12-12.49/20		
C	B-	11.50-11.99/20	<b>SATISFACTORY</b> Reasonable work, but with major inadequacies. Third-class.	Being on time, participating but mainly when solicited, demonstrating adequate preparation, providing fair interest in the subject, showing fair analytical skills and interest in interacting with others, fair listening
	C+	11-11.49/20	<b>PASS</b> Meets minimum criteria. Bare pass.	Being on time, preparing assignments on time, participating rarely to class discussion, providing nominal interest in subjects and in interaction with others, demonstrating nominal preparation, showing minimal analytical skills, limited listening, overall passive behaviours
	C	10.50-10.99/20		
C	C-	10-10.49/20	<b>PASS</b> Meets minimum criteria. Bare pass.	Being on time, preparing assignments on time, participating rarely to class discussion, providing nominal interest in subjects and in interaction with others, demonstrating nominal preparation, showing minimal analytical skills, limited listening, overall passive behaviours
	C	10-10.49/20		
F	F	0-9.99/20	<b>INSUFFICIENT TO STRONGLY INSUFFICIENT</b> Fail: Retake necessary.	Being late, not attending the course with regularity, not preparing the assignments, lack of interest, being irresponsible about team assignments, disturbing occasionally, showing poor analytical skills, no listening Being not always on time, showing a partial level of interests in subjects, limited interactions with others, almost inadequate commitment with completing assignments, demonstrating limits in assimilating the subjects