

Memorandum of Understanding

DATE: This Agreement is made effective on the Date 31 Aug. 2026.

PARTIES:

- (1) **École Supérieure des Technologies Industrielles Avancées (ESTIA), Bidart, France;**
Represented by its General Director, Mr Patxi ELISSALDE. Hereinafter referred to as
“ESTIA”, on one hand,
and
- (2) **Indian Institute of Technology Mandi, VPO Kamand, Distt. Mandi, PIN: 175075,**
Himachal Pradesh, India, Represented by Director, Professor Laxmidhar Behera.
Hereinafter referred to as “IIT Mandi”, on the other hand

Collectively known as “Parties” and individually known as a “Party” to this Understanding.

WHEREAS:

- (A) The Parties wish to enter into a mutually beneficial relationship to promote education and collaboration, following preliminary discussions.
- (B) ESTIA carries out its international cooperation activities in accordance with the French Education Code, in particular Articles L.123-7 and D.123-15 to D.123-22, which define the international missions of French higher education institutions;
- (C) The Parties may wish to collaborate on areas of mutual interest of, but not limited to:
 - Joint research projects
 - Joint research paper publications
 - Joint supervision for PhD programmes, (subject to regulatory approval/provision by the competent authorities)
 - Short term programmes
 - Co-creating bilateral initiatives such as joint research centre/Hubs/Institutes
 - Start-up incubator programmes
 - Summer School
 - Staff and Student exchange
 - Joint courses
 - Faculty development/orientation programs among others.
 - Curriculum development
 - Research Collaboration

- Staff Development through training
- Staff and Student Exchange Programs
- Strengthening of Academic Programs
- Cooperative scientific research.
- To initiate jointly organized seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.

RESEARCH COLLABORATION IN THE AREAS OF MUTUAL INTEREST THAT INCLUDES:

- Co-Mentor the research scholars as well as students in carrying out research projects.
- Undertake short- and long-term research projects with faculty members of both the institutes as Principal Investigators at mutual field practice areas.
- Write collaborative research proposals/grant applications and submit to various national and international funding agencies.
- Undertake collaborative research publications at various national and international journals.

TRAINING AND EDUCATIONAL ACTIVITIES:

- Expert Academic Members to be part of the Board of Studies of the specific programs of collaboration for development of curriculum
- Exchange of academic materials which are made available by both parties.
- Exchange of research scholars between the institutes.
- To conduct collaborative symposia, seminars, workshops, and conferences.

RESEARCH ACTIVITIES:

- Provide opportunity for the research scholars and students from both institutes for exchange visits to understand the organization, functioning, infrastructure, field activities for academic and research purpose.
- Provide opportunity for research scholars and students to work in the areas of specific independent programs of collaboration.

IT IS AGREED:

UNDERSTANDING

1. This Understanding is intended to be beneficial to both Parties without any financial obligations.

2. Should the Parties wish to enter into a formal collaboration, including but not limited to, collaborative work, transfers and financial associated work. The Parties will enter into a separate legally binding agreement.

CONFIDENTIALITY

3. Upon sharing any Confidential Information or Commercially Sensitive Information ('Information'). The Party who is in receipt of the Information ("Receiving Party") agrees that all information:
 - 3.1 shall not be used for any other purpose other than discussed; and
 - 3.2 shall be held in the strictest confidence and treated confidential, belonging to the Party disclosing said Information ("Disclosing Party"); and
 - 3.3 shall be treated no less than a reasonable level of care; and
 - 3.4 shall not be divulged directly or indirectly or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party.
4. Pursuant to the requirements of any applicable law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
 - 4.1 to its employees and officers directly engaged in the Permitted Purpose and whose knowledge of the Information is essential for the purpose of this Understanding. Provided that prior to any disclosure of Confidential Information under this clause 4.1, the Receiving Party shall ensure that each recipient agrees to be bound by the obligations of this agreement as if it were a Party.
5. The obligations contained in Clause 3 shall not apply to such of the Confidential Information as:
 - a. is at the time of being obtained by the Receiving Party within the public domain other than as a result of breach of this Agreement; or
 - b. is proved by documentary evidence to the satisfaction of the Disclosing Party as being at the time of the Agreement already lawfully in the possession of the Receiving Party; or
 - c. after being obtained by the Receiving Party comes within the public domain other than by reason of a breach by any Party of the obligations contained in this Agreement; or

- d. is properly received by the Receiving Party from a third party who is rightfully in possession of such Confidential Information and who is not bound by any obligation of confidence or secrecy; or
 - e. is proved by contemporaneous documentary evidence as having been independently developed by the Receiving Party with no knowledge of the Confidential Information.
6. Nothing in this Agreement obliges either Party to disclose Confidential Information to the other.
7. All Confidential Information remains the property of the Disclosing Party and the disclosure of Confidential Information does not amount to a licence or similar right, in favour of the Receiving Party.
8. The Disclosing Party confirms that the Confidential Information is given by it in good faith but does not represent that the Confidential Information is accurate, up to date, exhaustive or complete on the subject matter concerned.

INTELLECTUAL PROPERTY

9. For the avoidance of doubt, nothing in this Agreement shall affect the ownership of any existing intellectual property.

LIABILITY

10. The Disclosing Party gives no warranties in relation to the Information disclosed under this Agreement. No warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficacy, completeness or capabilities of any information provided under this Agreement.

TERMINATION

11. This Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date and then shall automatically terminate unless renewed by mutual consent in writing although either Party may terminate this Agreement at any time on thirty (30) days notice in writing to the other Party.
12. Following termination of this Agreement, the Receiving Party shall make no further use of the Confidential Information. The Receiving Party's obligations under this Agreement shall otherwise continue in force, for a period of five (5) years from the Effective Date.

GENERAL

13. To the extent a provision or section of this Agreement is invalid, unenforceable whether in whole or in part, the remaining provisions or sections of this Agreement shall remain unaffected.

14. This Agreement is personal to the Parties and neither Party shall assign, charge or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the other Party.
15. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

NOTICES

16. Any notice to be given under this Agreement shall be in writing (which includes e-mail) or shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause. Notices should be acknowledged with receipt of said notice.

- a. In the case of notices to the École Supérieure des Technologies Industrielles Avancées (ESTIA), send to:

M. Patxi ELISSALDE

General Director ESTIA

92 allée Théodore Monod, Technopole Izarbel

64210 BIDART, France

E-mail: directeur@estia.fr

- b. In the case of notices to Indian Institute of Technology Mandi, send to:

Professor Laxmidhar Behera

Indian Institute of Technology Mandi,

VPO Kamand, Distt. Mandi, PIN: 175005, Himachal Pradesh, India

Email: director@iitmandi.ac.in

GOVERNING LAW AND JURISDICTION

17. This MoU shall not be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Mandi shall have the execution jurisdiction. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to the Directors of IIT Mandi and ESTIA who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received,

such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Mandi. The arbitration shall be conducted in English language, and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

18. This Agreement is not intended to be legally binding. Nothing, therefore, shall diminish the full autonomy of either Party, nor shall any constraints be imposed by either Party upon the other Party in carrying out this Agreement.

EQUALITY, DATA PROTECTION, ANTI-BRIBERY AND MODERN SLAVERY

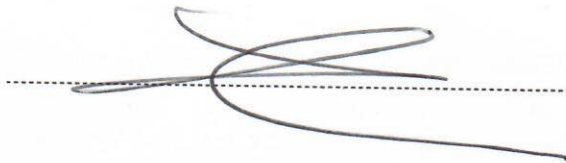
19. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and all legislation, directives and guidance relating to equality and discrimination.
20. The Parties will fully comply with the provisions of the Data Protection Act 2018 and all legislation, directives and guidance relating to data protection.
21. The Parties shall be entitled to cancel this Agreement immediately upon written notice if the other Party or its employees or agents are found to have made, offered, accepted or taken or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body as an inducement or reward for showing or forbearing to show favour or disfavour to any person or for doing or forbearing to do any action in relation to or for the purposes of offering or obtaining an advantage in relation to performance of this Agreement or where such action is in contravention of the Bribery Act 2010. The Parties warrant that they have adequate and robust policies and procedures in place in accordance with guidance issued under the Bribery Act 2010.
22. The Parties declare that they are not involved in modern slavery (namely the exploitation of others through slavery, servitude, forced and compulsory labour and human trafficking) and shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the English Modern Slavery Act 2015.

Signature page(s) to follow

This Agreement has been entered into at the date stated at the beginning of it.

Signed for and on behalf of

École Supérieure des Technologies Industrielles Avancées (ESTIA),



Signature

M. Patxi ELISSALDE
General Director

ESTIA
INSTITUTE OF TECHNOLOGY

EESC au capital de 4 299 505 Euros
Technopole Izarbel
64210 BIDART
N° 824 457 675 RCS de BAYONNE

31/08/2026

Date

Signed for and on behalf of)

Indian Institute of Technology Mandi,


28/7/26

Signature

Professor Laxmidhar Behera
Director, IIT Mandi

Date