

MEMORANDUM OF UNDERSTANDING FOR RESEARCH COLLABORATION

BETWEEN

UNIVERSITY OF BORDEAUX, FRANCE
AND

INDIAN INSTITUTE OF TECHNOLOGY (IIT) MANDI, MANDI HIMACHAL
PRADESH, INDIA

This Memorandum of Understanding ("MoU") is effective as of the ("Effective Date") by and between **the University of Bordeaux, France**, having its office at **35 place Pey-Berland, 33000 Bordeaux (France)** is a Public Scientific, Cultural and Professional Institution represented by its President, Professor Dean LEWIS and hereinafter referred to as "**UBx**" and FIRST PARTY, And

Indian Institute of Technology Mandi, is a body corporate incorporated under the Institutes of Technology Act, 1961 and having its office at **VPO Kamand, District Mandi - 175005, INDIA**, is a research and educational institution of national importance, hereinafter referred to as "**IIT Mandi**" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the SECOND PARTY,

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

Introduction:

IIT Mandi is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IIT Mandi imparts and undertakes cutting-edge research in various areas of science, engineering, and humanities.

Whereas, UBx is a Public Scientific, Cultural and Professional Institution.

The faculty member(s) of IIT Mandi involved in this MoU or in any specific agreement in relation with the latter will receive/disclose Confidential Information on behalf of IIT Mandi. He/She/They will execute the obligations of non-disclosure of Confidential Information received from Stevens Institute of Technology.

The Parties wish to work towards promoting academic cooperation. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

**NOW THEREFORE IN CONSIDERTION OF THE MUTUAL COVENANTS,
CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Objectives:

Both the Parties agree to collaborate towards promoting academic cooperation. The purpose of this Agreement is to develop scientific, academic, and educational cooperation based on equality and reciprocity and to promote relations between faculty members of **UBx** and **IIT Mandi** under the mutual understanding of the Parties (hereinafter referred to as the "Academic Cooperation").

The Parties undertake to promote and develop the Academic Cooperation as follows:

- (1) Exchange of academic staff, administrative staff, and students;
- (2) Joint co-supervision for graduate research students, Internship and semester exchange program;
- (3) Joint data collection and sharing;
- (4) Academic and research collaboration in the areas of mutual interest;
- (5) Exchange of academic information, scholarly information, materials, and publications;
- (6) Conducting cooperative seminars, workshops, and other academic meetings in physical or virtual formats for students and faculty from both institutions; and,
- (7) Adjunct faculty appointments from one institution in the other institution.
- (8) Joint degree offerings at both undergraduate and postgraduate levels.

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, roles of developers, intellectual property sharing will be specified in a separate specific arrangement.

2. Confidentiality

Upon the validation of this agreement and upon its expiration or cancellation, the parties agree to respect the confidentiality of all information and documents, whatever their nature, transmitted between them during execution of this agreement. This consequently prohibits either party from sharing with any third party information or documents transmitted throughout the duration of this agreement.

The parties shall take the necessary measures to ensure that their staffs respect this obligation of confidentiality.

3. Effective date, duration, termination of the MoU:

The MoU shall be effective from the effective date and shall remain in force for a period of five (5) years. The Parties may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of six (6) months to the other Party, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall

continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9, 10, and 11 shall survive the termination or expiration of this MoU.

4. Intellectual Property:

Intellectual property rights related to Academic Collaboration carried out under this Agreement will be subject to specific clauses in the specific agreements which will be negotiated on a case-by-case basis for the realization of the aforementioned Academic Collaboration.

5. Personal Data:

The Parties undertake to comply with the obligations related personal data processing in accordance with the applicable law and regulations in its country of origin.

The parties are responsible for processing the personal data collected within this agreement. As such, it determines the purposes and means of the processing.

On the date of signature of this document, the parties don't plan to jointly process the personal data within the Academic Collaboration. In the case a personal data processing is necessary for the execution of the agreement (for example for hosting or transferring it) the parties will have to establish an agreement that outlines their respective responsibilities.

6. No Liability:

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractor or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

7. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

8. Independent Contractors:

For the purpose of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

9. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

10. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

11. Conflict Resolution:

Any dispute about this agreement, which may arise at any time, with no specific or limitative list in terms of interpretation, existence, validity, execution and/or its termination for any reason, shall lead to an attempt at an out-of-court settlement between the Parties.

- The out-of-court settlement procedure must be implemented by the most diligent Party. The procedure to be followed will be:
 - Each party legal representative will appoint a representative from among its staff (excluding regular intermediary) to find a solution acceptable for both Parties.
 - Before the meetings, the representatives will have to:
- Identify the dispute and its origin;
- Establish a schedule of negotiations, including the meetings and the exchanges they consider necessary in order to find a solution.

If the Parties fail to reach an agreement within two months, they can bring their dispute to the defendant's competent court.

12. 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.

IN WITNESS THEREOF, the Parties here to have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of:
UBx

Date: 16/07/2025

Prof. Dean Lewis

President

University of Bordeaux, France

35 place Pey-Berland, 33000 Bordeaux

France



For and on behalf of:
IIT Mandi

Date:

16/07/25

Prof. Laxmidhar Behera

Director

Indian Institute of Technology Mandi

VPO Kamand, District Mandi, HP,

India - 175075

Director
IIT Mandi (H.P.)
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