

MEMORANDUM OF UNDERSTANDING

BETWEEN

IMT ATLANTIQUE, FRANCE
AND

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

This Memorandum of Understanding ("MoU") is effective as of Sept 3 2025
by and between

Ecole nationale supérieure Mines Télécom Atlantique Bretagne Pays de la Loire, France, a member of the Institute Mines-Telecom, having its registered in address in France at:

- Brest - Technopôle Brest-Iroise – CS83818 – 29238 Brest Cedex 03
- Nantes - La Chantrerie – 4, rue Alfred Kastler - CS 20722-44307 Nantes Cedex 3
- Rennes - 2 rue de la Châtaigneraie – CS 17607 - 35576 Cesson-Sevigné Cedex

, herein referred to as "**IMT Atlantique**" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the 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.

IMT Atlantique is one of the top 10 institutions of its kind in Engineering in France with the vision of combining digital technology and energy science & engineering for the transformation of society and industry through teaching, research and innovation.

The faculty member(s) of IIT Mandi involved in this MoU or in any project specific agreement will receive/discard Confidential Information on behalf of IIT Mandi. He/She/They will execute the obligations of non-disclosure of Confidential Information received from **IMT Atlantique**.

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 CONSIDERATION 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 **IMT Atlantique** 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 project specific arrangement.

2. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

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. Confidentiality:

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party.
 2. Otherwise learnt or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree or care to maintain the information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees , subsidiaries, parent or affiliated companies of Receiving Party having a need to know such information in order to accomplish the purpose stated above.

- f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - 1. was known to Receiving Party prior to disclosure by Disclosing Party,
 - 2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - 3. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - 4. is independently developed by Receiving Party,
 - 5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - 6. is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

5. 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.

6. 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.

7. 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.

8. 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.

9. Amendment:

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

10. Arbitration and Governing Law:

The applicable laws to this MoU shall be the laws of France when the cooperation is carried out at IMT Atlantique, and by the laws of India when carried out at IIT Mandi.

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 **Director, IIT Mandi** and **President, IMT Atlantique** 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 when the cooperation is carried out at IIT Mandi and France when the cooperation is carried out at IMT Atlantique.

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.

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

11. Data Protection

In the execution of this MoU, each Party shall at all times comply with its obligations under the regulation (EU) 2016 of the European Parliament and of the Council from April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of directive 95/46/EC (hereinafter: "General Data Protection Regulation" or "GDPR") and the national law of such Party regarding data protection.

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

For and on behalf of:
IMT Atlantique

Date: 03-sept.-25 | 22:19 CEST

DocuSigned by:
Christophe LEROUX
Christophe Leroux

President

IMT Atlantique, France

4, rue Alfred Kastler - CS 20722-
44307 Nantes Cedex 3, France

Signed by:



For and on behalf of:
IIT Mandi

Date: 10 Oct 2025

Prof. Laxmidhar Behera
Prof. Laxmidhar Behera

Director

**Indian Institute of Technology
Mandi**

VPO Kamand, District Mandi, HP,
India - 175075

