



## Indo-French Academic Alliance

### CHARTER FOR THE ALLIANCE

#### AMONG

**University of Petroleum and Energy Studies**, a University established through an act of the State Legislature of Uttarakhand in the year 2003 and having its Campus at Bidholi, Via Prem Nagar, Dehradun, Uttarakhand 248007, being the **Alliance Lead Sponsor (India)** (hereinafter referred to as the “UPES”), through its Vice Chancellor, **Prof (Dr.) Deependra Kumar Jha**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

#### AND

**Toulouse INP**, a Public institution of a scientific, cultural and professional nature, being the **Alliance Lead Sponsor (France)**, represented by Represented by its Professor Olivier Simonin, as President (hereinafter referred to as “INPT”), having its Headquarter at 6 alley Emile Monso - BP 34038 – 31029 Toulouse Cedex 4; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

#### AND

**Polytech Orléans**, Polytechnique School of University of Orléans, being one founder member, represented by **Professor Christophe Leger** as Director, having its Headquarter at 8 Rue Léonard de Vinci- 45072 Orléans Cedex; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

#### AND

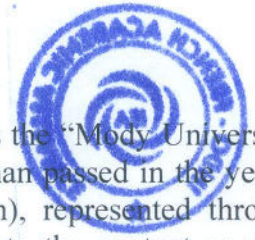
**École Nationale Supérieure des Mines d’Albi-Carmaux**, member of **IMT Institut Mines-Télécom**, a French public scientific, cultural and professional institution, governed by the Decree 2016-1527, 2016 November 14, established in Campus Jarlard, 81013 Albi Cedex 9, France, registered under SIRET Code 180 092 025 00097, and represented by its **President Professor Dr Narendra JUSSIEN**, representing, and acting on behalf of, hereafter referred to as “IMT Mines Albi ”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

#### AND

**Polytech Nantes**, Polytechnique School of University of Nantes being one founder member, represented by **Professor Phillippe Depince** as Director, having its Headquarter at La Chantrerie, rue C. Pauc, 44306 Nantes; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

AND

**Mody University of Science and Technology** (hereinafter referred to as the "Mody University"), a University established through an Act of the State Legislature of Rajasthan passed in the year 2013 having its campus at NH-52, Lakshmanagarh-332311, Sikar (Rajasthan), represented through its Registrar, Dr. Vinod Purohit, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.



AND

**Jaipuria Institute of Management** (hereinafter referred to as the "Jaipuria"), a NAAC & NBA Accredited and AICTE approved Institute with campuses in Lucknow, Noida, Jaipur, Indore and represented through its Vice Chairman, Mr. Shreevats Jaipuria, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

AND

**Network N+I**, a non-profit organization created in 1997 as a consortium that links together 50+ elite Graduate Engineering Schools of France, being the **Alliance Lead Sponsor (France) as an Institutional Member**, represented by Dr. Georges Santini, as Executive Director (hereinafter referred to as "N+I"), having its Headquarter at 7, Avenue de la Porte de Vanves 75014 Paris, France which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

Constituents hereinafter referred to individually as the Party and collectively as "the Parties".

**WHEREAS** India and France signed an agreement for the Mutual Recognition of Academic Qualifications, which was signed during President Emmanuel Macron's maiden State visit to India on 10th of March 2018 during the India-France Knowledge Summit, the first high-level summit for university, scientific and technological cooperation held by the two countries. Pursuant thereto the parties in order to create an Indo-French Alliance, hereinafter called the **Indo-French Alliance** ("IFA"), agree as follows:

**WHEREAS** the proposed French Founder Alliance Members shall be:

IMT Albi Mines  
INP Toulouse  
Polytech Nantes  
Polytech Orleans

**WHEREAS** the proposed Indian Founder Alliance Members Collaborators shall be:

University of Petroleum and Energy Studies  
Jaipuria Institute of Management  
Mody University  
VIT University (*Regular Member*)

**WHEREAS** the proposed Institutional Alliance Members Collaborators shall be:

Network N+I

**WHEREAS** The objective of the Alliance would be to increase the academic, research and cultural collaboration between Indian and French Universities, as well as to promote academic solidarity of Indian and French people.

**WHEREAS** the Alliance Founder Members recognizing their strengths in research and education in one or more disciplines of science, engineering, management and social sciences, and their mutual interest in subscribing & engaging themselves in academic cooperation, and in accordance with terms and conditions set forth in this Charter for Academic Alliance ; have expressed their intent by subscribing to this Charter and have put their hands at Annexure-I/II/III hereof.

**ACCORDINGLY**, the Charter for Academic Alliance for the stated objectives shall be as follows:

## ARTICLE I

### DEFINITIONS:

**Charter for Academic Alliance:** this Charter, its annexures and future addenda, if any that form an integral part thereof, hereinafter referred to as "Charter".

**Common Action:** any operation involving ALL IFA members and decided within the framework of the IFA Steering Committee

**IFA** means the Indo-French Academic Alliance consisting of members as follows, who shall be known as the 'Founder Members':

#### **French University Members** (in alphabetic order)

IMT Albi Mines

INP Toulouse

Polytech Nantes

Polytech Orleans

#### **Institutional Members**

Network N+I

#### **Indian University Members :**

University of Petroleum and Energy Studies

Mody University

Jaipuria Institute of Management

VIT (Regular Member)

**Joint action:** any operation involving at least 2 IFA members, one in each country and decided between them accordingly

**Steering Committee:** Steering Committee shall have the meaning as described under Article IV.

**Advisory Committee:** To be comprised of founding members as described under clause 4.4

### **Purpose**

The purpose of this Agreement is to establish an academic alliance between Members and for that purpose:

- present the IFA and its mode of operation,
- define the obligations and rights of its Members

## ARTICLE II:

### OBJECTIVES OF IFA:

2.1 The objectives of the IFA are:

- a) Promoting exchanges of students between French Universities and Indian Universities;
- b) Promoting degree programs of French Universities and Indian Universities;
- c) Promoting faculty mobility between French Universities and Indian Universities;
- d) Promoting joint research between French Universities and Indian Universities;
- e) Leveraging Cefipra, Erasmus +, SPARC and H2020 and other calls through the network of French Universities or Schools of Engineers and Indian Universities;
- f) Promoting and organizing joint workshops, seminars, Faculty Development Programs and other trainings at India or France;
- g) Promoting academic recognition opportunities at both countries;
- h) Promoting scholarships for Indian French Alliance especially targeting young scholars from both countries

2.2 The IFA scope covers all academic, scientific and technical fields of higher studies including engineering studies, humanity studies, legal studies, medical studies and cultural studies.

## ARTICLE III:

### OPERATION

3.1. The IFA is a scientific interest group. However, it will be governed as per the Charter.

3.2 IFA members may decide on common actions and / or joint actions.

3.2.1 Common actions involve all IFA members. They are decided by the steering committee. They are partly or fully funded by IFA. A report on these actions is made annually in front of the steering committee, which may decide on their extension, amplification or interruption.

3.2.2 Joint actions involve at least two IFA members, one in each country. They are decided and financed by the two members involved and are the subject of a specific agreement between them. A report on these actions is made annually in front of the steering committee.

3.3 Each member of the IFA directly manages the resources that it allocates to actions (common or joint) in which it participates. As such:

- each IFA Member keeps full employer responsibility, in accordance with its own status, vis-à-vis its staff assigned to carry out IFA projects;
- each IFA Member keeps the management of its appropriations according to the budgetary and accounting rules applicable to it;
- each IFA Member keeps ownership of the material and knowledge already in its possession before the beginning of the IFA Convention.

It is understood, however, that Members shall encourage the pooling of all means necessary for the execution of IFA's actions. The resources allocated by each Member will be specified in respective annexures. They may reside in resources in kind (human resources, material resources, experimental devices whose shared access will be promoted, etc.) and / or financial resources.

3.4 It is further understood that whenever a question shall arise regarding deployment of common resources to a joint project, the Steering Committee shall function as the coordinator and appoint a 'dedicated establishment-support authority' to ensure smooth allocation & management of such resources.

## ARTICLE IV:

### GOVERNANCE OF IFA

4.1 IFA Members each year assign the IFA Chairpersonship to one of its members. A member cannot hold the Chairpersonship for consecutive two years. The Chairpersonship will be on yearly rotation basis among Indian and French constituents. The academic head of the institution that has the Chairpersonship for that administrative year will serve as the President of IFA.

4.2 The IFA President shall designate an Executive Director within his institution.

The role of the Executive Director of IFA is:

- to prepare the sessions of the steering committee,
- to draft and distribute the minutes of the Steering Committee sessions,
- to draw up the exercise report for the past year,
- to handle administrative work including communications, coordinating activities, observing budget allocations and maintaining the decorum of IFA
- to handle communications with Indian and French Governments, international bodies, international organizations as well as with Indian – French Institutions.
- to be informed of delays, problems, difficulties of any kind that may arise in a common or a joint action,

#### 4.3. Steering Committee

##### 4.3.1 Composition:

The Steering Committee shall be chaired by the President (Academic Head of the Institution holding the position for that year).

In addition, the Steering Committee shall have following members (one representative per member):

- 2 Founder Members
- 2 Regular Members chosen by intent and poll as necessary

##### 4.3.2 Periodicity of meetings

The Steering Committee will meet at the launch of IFA and at least once a year at the initiative of either the IFA President or at least two of its members. The annual meeting will be held in India or in France alternatively at one of the host universities. However, the meetings may also validly be held by videoconference.

In case of impediment, members may be represented by proxy.

##### 4.3.3 Quorum:

2/3<sup>rd</sup> of the total number of votes shall form the quorum in each meeting.

##### 4.3.4 Role

The Steering Committee is IFA operational decision-making structure.

The Steering Committee decides on the strategic orientations of the IFA in terms of programming of joint actions, of resource allocation to common or joint actions, orientation of the partnership and communication.

The Committee shall be responsible to:

- decide on common actions to be carried out by the alliance, since the IFA cannot force a member to participate against its will,

- set the amount of the annual subscription of its members,
- decide on the distribution of the budget,
- decide on the communication policy,
- develop annual action plans and validate the year-end exercise report.

#### 4.3.5. Modalities of decision-making:

The Committee will make its best efforts to decide according to the rule of consensus. If no consensus is arrived at, a vote shall be held by simple majority; one vote per member. In case of a tie, the vote of the President counts twice. Another party within the limit of one mandate per party may represent each Party. The Committee may validly decide if a quorum of 2/3 of the total number of votes is represented.

#### 4.3.6 Reports

Minutes of the each meeting of the Steering Committee will be prepared and circulated by the Executive Director within one (1) month and approved within two (2) weeks thereafter, by President and all the members present at each meeting. After this period, the report will be deemed approved.

#### 4.4 Advisory Committee

**All Founding Members will be permanent members of the Advisory Committee** and they can convene annually or by videoconferencing to make recommendations and suggestions to the Steering Committee. Advisory Committee can make recommendations on the use of the annual budget, participation in bilateral academic activities, participation in national and international activities by IFA or any of its members as well as advise on government relations related to French and Indian Governments and institutions as well as international bodies.

## ARTICLE V

### COMMUNICATION

5.1 IFA Communication will be supported by all relevant organizations and members.

5.2 The Steering Committee shall be responsible to decide on IFA's communication policy. It shall validate the tools and communication actions proposed by its members including press releases, website updates and other forms of media communique including social media accounts of the IFA.

5.3 Each Party undertakes to submit to the Steering Committee through its representative its draft communication actions on the IFA, for seeking its prior approval. The latter shall have it put for consideration before ensuing Steering Committee meeting and communicate the Party concerned accordingly.

5.4 Parties shall refrain from using the names and logos of other Parties without their respective consent.

5.5 Alliance will be defined in the contracts relating thereto. In addition, in any dissemination of the results of actions funded wholly or partially by the IFA, the Parties shall refer to the IFA Alliance.

5.6 The name "IFA" was the subject of a trademark registration in the name and at the expense of xx.

5.7 Parties must use the "IFA" mark in any IFA Alliance communication action, as well as in any communication or publication of work and results achieved in IFA Alliance projects, whenever they are partially or fully funded by the IFA.

## ARTICLE VI

### FINANCIAL TERMS

#### 6.1 Annual budget

A fixed annual fee of 500 Euros (Five Hundred Euros) will be paid by each member.

The budget will be discussed and voted annually, in revenue and expenses. It has to be balanced.

Administrative University holding the Presidency will be responsible for the maintenance of budget. However, the University will be accountable to all members of the Steering Committee and must have its use of budget audited at the end of its Administrative Year.

#### 6.2 Expenses

The budget will be allocated mainly to the financing of common actions, as defined in 3.2.1 above.

The budget will also be used for administrative and logistical costs and any remaining budget can be used to create special travel scholarships for students and faculty as well as other initiatives outlined.

For each meeting, symposium etc each participant will be able to attend the event.

The human and financial resources that each Party undertakes to allocate to common actions in human resources, in operation and in equipment, the distribution of work between the Parties and the cost of operations are defined by mutual agreement by the Steering Committee .

In the case of subcontracting, the terms and conditions of this subcontracting will be governed by a separate contract which must be compatible with the provisions of the GIS Convention.

## ARTICLE VII: CONFIDENTIALITY

Members undertake to keep confidential all information of any kind that they may have collected during IFA actions. They promise to make the same commitment by their staff.

The information that the party who received it cannot prove to be confidential will not be considered as confidential:

- o that they were in the public domain at the time of their communication by the other Party or that they subsequently fell into the public domain other than by breach of this obligation of secrecy, or
- o that it already held by them before their communication by the other Party or by any other person authorized by that other Party, or
- o it has freely received them from a third party authorized to disclose them.
- o that it is legally obliged to communicate them.

This provision will remain in force for ten years from the expiry of this Agreement for any reason whatsoever.

## ARTICLE VIII:

### INTELLECTUAL PROPERTY RIGHTS

It is distinctly understood that each party shall respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this Charter will be worked out on a case-to-case basis by the respective Parties, and will be consistent with officially laid down IPR policies of the concerned institutions.

Intellectual property rights of any common action on behalf of IFA will remain with the IFA. This right may be transferable to IFA members with the consent of all members.

## **ARTICLE IX:**

### **DURATION OF THE CONVENTION**

The Agreement takes effect from October 18, 2019 until December 31, 2024. The agreement will be automatically renewed if there are no written objections sent by any member to the governing member of that particular year. Any new member coming to the Alliance after signing of this agreement will also abide by the duration of this convention.

## **ARTICLE X**

### **TRANSMISSION OF THE CONTRACT**

This Charter is concluded intuit personae. It is personal not transferable or transmissible.

## **ARTICLE XI**

### **EVOLUTION OF THE COMPOSITION OF THE ALLIANCE**

11.1. Each member may elect to leave the IFA at each annual date, i.e. the date of signing this Charter. In this case, it must inform the Governing University (President/Executive Director) two months before by an official letter signed by its President. The leaving member will propose another one in his country, to keep IFA balanced in terms of members/country. Such application seeking to leave IFA, with or without a substitute proposal, shall be considered in a special meeting of the Steering Committee to be convened on urgent basis. The Steering Committee shall consider the proposal and admit the new member to the Alliance based on the recommendations of the outgoing member or otherwise as it may deem fit.

11.2. New members may apply to join the Alliance at each annual deadline, i.e. the date of signing this Charter. An institution wishing to join the alliance will have to offer a pair (a French institution and an Indian institution) and will have to be sponsored by a minimum of two members of the Alliance.

11.3 This Agreement shall be automatically terminated by one of the Parties in the event of non-performance of one or more of the obligations contained in its various clauses. Such termination shall not become effective until three months after the complaining Party sends a registered letter with acknowledgment of receipt, giving the reasons for the complaint, unless within that period the defaulting Party has complied with its obligations or has demonstrated proof of an impediment resulting from a case of force majeure. The exercise of this right of cancellation does not relieve the defaulting Party from fulfilling the obligations contracted up to the effective date of termination, subject to any damages suffered by the complaining Party as a result of the anticipated termination of the contract.

This application will be submitted to the steering committee which will validate or not, the membership of the pair to the Alliance. In the event of a favorable opinion, the new establishments will have the same rights and duties as the others. An amendment to this Charter will be signed by all members of the Alliance

## **ARTICLE XII**

### **APPLICABLE LAW - DISPUTES**

12.1. The present Charter is regulated by French law and Indian Law, as the case may be.

12.2. In the event of difficulty in the interpretation or performance of this Charter, the Parties may resolve their dispute amicably.





12.3. In the event of a dispute between the Parties concerning the application of these provisions, they undertake to have recourse to an external expert, acting as common agent, who shall be appointed by mutual agreement. The expert will have a period of two months from the date of referral to give an opinion.


12.4. In case of persistent disagreement, jurisdiction is conferred on the competent courts.

**Executed at Lyon, in xx original copies, on October 17, 2019**




ANNEXURE-I  
INDIAN MEMBERS

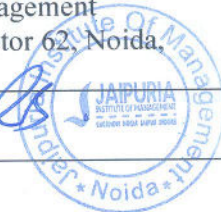
**University of Petroleum and Energy Studies  
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Signature	




**Jaipuria Institute of Management  
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Signature	



**Mody University  
Alliance Founder Member (India)**

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**VIT University  
Alliance Regular Member (India)**

Name	
Title	
Institution	<b>VIT University</b>
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**Toulouse INP  
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Signature	



**ANNEXURE-III**  
**INSTITUTIONAL MEMBERS**

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