

**Memorandum of Understanding**

Between:

**University of Mumbai** located at M.G. Road, Fort , Mumbai, 400032 known hereafter as "MU" represented by it's Vice Chancellor, Dr. Rajan Welukar, as part of his functions as per Maharashtra Universities Act, 1994;

And:

**The University of Picardy Jules Verne**, located at Chemin du Thil, 80025 AMIENS' cedex 1, FRANCE, represented by its President, Georges Fauré, as part of his functions, known hereafter as "UPJV" designated individually as "the party" and collectively as "the parties".

**Preamble**

The parties are developing similar or complementary project themes. They have decided to come together to fix rules relative to their collaboration which could moreover concern the acceptance within each establishment of members of the other party. The parties reserve the

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right to widen their collaboration in conditions set out in a future endorsement.

**Article 1: Objective of the Memorandum of Understanding**

The present Memorandum of Understanding sets out to establish the general conditions of cooperation between both establishments. This can be of a scientific, technical, teaching, or administrative order. The means brought into play could be human, financial, material, or intellectual.

**Article 2: Contents of Cooperation**

Both establishments are committed to collaborate within the framework of their possibilities by implementing all or part of the following terms:

A – Intake of students of one of the parties in the curricula of the other party in the conditions and possibilities of each of the establishments. The conditions will be finalised case by case by those in charge of intake and could be the object of an endorsement.

B – Missions by teachers, researchers, administrative and technical personnel, in the conditions and possibilities of each establishment, for:

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1. Participation in the setting up and execution of technical and teaching projects ( such as the institution of summer schools or 'virtual' universities). The conditions will be the matter of an endorsement between the parties clarifying the exact terms of the project.

2. Contribution to initial or continuing training according to the conditions of each establishment.

C – Collaboration in Programs in the Scientific Field and particularly:

1. Setting up of a co-supervision procedure for theses while respecting the rules and regulations of each of the two establishments and the principles decreed in the present Memorandum of Understanding;

2. Establishing scientific collaboration between laboratories and research centres of both establishments, in the respect of the principles decreed in the present Memorandum of Understanding;

3. Participation in research programs, in the respect of the principles decreed in the present Memorandum of Understanding.

D – Exchange of documentation, organisation of lectures, symposia or congresses or other means of scientific and technical information,

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which, if need be, could be formulated in an endorsement to the present Memorandum of Understanding and would clarify the exact terms of the project.

In order to fulfil these missions, both parties will strive to plan for and provide the means necessary to the implementation of the present Memorandum of Understanding through the institutions funding the programs concerned by the present Memorandum of Understanding, whether these institutions be national, European, or international.

**Article 3: Cooperation Organisation**

Both parties will consult each time it is considered necessary through those responsible for the program concerned. Both establishments will annually present an assessment of actions, both fulfilled or ongoing. A report will be delivered to their competent departments and to the supervisory authorities concerned.

Both parties may, by mutual consent, extend their field of cooperation according to needs. This will be the object of an endorsement to the present Memorandum of Understanding.

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Both parties may later collaborate in order to establish a procedure resulting in a diploma recognized by each of the two partners.

**Article 4: Scientific Cooperation Program**

The present article is notably applicable to the collaborations which are the object of article 2 point C.

All research collaboration undertaken by both establishments will be the object of a contract with reference to the present Memorandum of Understanding. This contract will principally clarify the rules relative to the procedure of collaboration, intellectual property, confidentiality, and conditions of publication.

However, the parties already acknowledge the following stipulations which will be taken up again in endorsements unless the parties decide otherwise, notably if one of the parties is sole owner of the results of the collaboration:

- Each party will be committed not to publish, divulge, or exploit in any fashion confidential information, and, in particular, earlier and exterior knowledge belonging to the other party of which it

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could be aware during research collaboration and this will be the case as long as such information is not in the public domain.

- All publications or communication of information relative to research collaboration by one or other of the parties must receive, during the duration of the collaboration and during a time to be determined after its expiration or anticipated end, the Memorandum of Understanding of the other party which will make its decision known in a minimum lapse of time to be determined. Beyond this deadline and failing a reply, the Memorandum of Understanding will be considered won.
- These publications and papers must mention the cooperation given by each of the parties concerned in their production
- The preceding stipulations cannot obstruct:
  - either the obligation incumbent upon the personnel of the parties to produce a working report for the establishment within whose competence they come, to the extent that this communication does not constitute a violation of the laws on industrial property
  - or the defence of thesis by researchers whose scientific activity is in relation to the object of the present

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Memorandum of Understanding, since the defence cannot be conducted in camera with respect to present university regulations in force.

- Each of the parties will conserve exclusive property of the common results which it has acquired alone. Common results obtained jointly by the parties will be their co-property. The share of each property party of the afore-mentioned common results is to be determined in function of its intellectual, human, material, and financial investment, particularly those which will be indicated in the financial appendix..
- -The parties will confer in order to obtain the best protection and best valorisation possible in the case of co-property.

**Article 5: Memorandum of Understanding Duration**

The present convention is signed for a duration of three (3) years, renewable for one (1) year from one year to the next by tacit Memorandum of Understanding on the anniversary date.

It will come into force on 5 th March 201. Each of the parties may withdraw two (2) months after sending a registered letter with acknowledgement of receipt. The parties however acknowledge that

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this termination will not be prejudicial to cooperation underway and that the present Memorandum of Understanding will remain applicable until expiry.

**Article 6: Integrity of the Memorandum of Understanding – Prevalence – Endorsements – Invalidity of a Clause**

**6.2 Integrity of the Memorandum of Understanding**

The present Memorandum of Understanding with its conditional annexes, expresses the integrity of the obligations of the Parties.

The present Memorandum of Understanding replaces and nullifies all previous documents, exchanges or Memorandum of Understandings, both written and verbal, having the same objective.

No clause contained in documents sent or deposited by the parties can be inserted therein.

**6.2- Prevalence**

In the case of contradiction or incompatibility of the stipulations of several contractual documents linked to the Memorandum of Understanding, the order of predominance will be the following:

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- the text of the present Memorandum of Understanding
- the appendices to the present Memorandum of Understanding
- the endorsements, notably those relative to research collaboration

In the case of contradiction or incompatibility between the title of an article and its text, the text will prevail.

#### 6.3 - Endorsement

All endorsements considered necessary to be made to the present Memorandum of Understanding will be decided upon, by mutual consent, by the parties, according to the applicable procedures and will be the object of an endorsement to the present Memorandum of Understanding.

#### 6.4- Invalidity of a Clause

If one or several stipulations of the present Memorandum of Understanding were considered to be invalid or declared as such in the application of a treaty, law or regulation, or following a definitive

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decision by a competent jurisdiction, the other stipulations will retain full force and implementation. The parties will then proceed without delay to apply the necessary modifications while respecting, in as full measure as possible, the wished-for Memorandum of Understanding existing at the moment of the signing of the present Memorandum of Understanding.

**Article 7: Ruling on Contentions**

In the case of difficulty in the interpretation or execution of the present Memorandum of Understanding, the parties will strive to solve their Memorandum of Understanding amicably.

In the case of persistent Memorandum of Understanding, and subject to having respected the procedure of above-mentioned amicable ruling, the parties will be authorised to go to the competent tribunals.

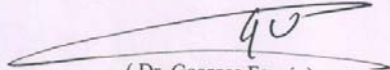
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**Article 8: Original**

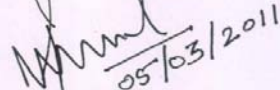
The Parties hereby execute two Memorandum of Understandings, simultaneously, one is kept by University of Mumbai and other is kept by University of Picardy Jules Verne.

Date: 5<sup>th</sup> March, 2011  
The President of the  
University of Picardy Jules Verne

05/03/2011

  
( Dr. Georges Fauré )

Date: 5<sup>th</sup> March 2011  
The Vice Chancellor  
University of Mumbai

  
05/03/2011  
( Dr. Rajan Welukar )

WITNESS :

1. Dr. B.V. Bhosale  
Associate Professor  
Department of Sociology  
University of Mumbai
2. Dr. Lucy Baugnet  
Delegate for International Relations  
University of Picardy Jules Verne

  
05/03/11

