



Manipal University Jaipur	Dean, International Programs and FoD, Prof. N. K. Garg International Programs Coordinator, Dr. Deepshikha Sharma +91 87418 11398 Professor and HoD, Automobile Engineering, Prof. Rajesh Solanki +91 99500 10576	http://jaipur.manipal.edu/muj.html
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ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities engaged in under this Agreement include:

- (a) the exchange of students from each Party for traditional student exchange programs;
- (b) the exchange of academic personnel for teaching, research or both;
- (c) the organization of joint seminars and conferences;
- (d) the hosting of visiting faculty from the other Party;
- (e) the exchange of academic program materials;
- (f) the development of joint research and publications.

ARTICLE II: GENERAL PROGRAM REQUIREMENT AND INFORMATION

Section 1: Definitions

- a. Exchange means a one-for-one exchange of students from each Party.
- b. Exchange students means students participating in the exchange implemented herein.
- c. Home institution means the Party the student intends to graduate from.
- d. Host institution means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2: Tuition and Fees

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis.
- c. Tuition and campus fees normally charged to students by their Home Institution shall be paid by students directly to their Home Institution.
- d. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students.
- e. Miscellaneous campus fees and course related materials/lab fees may be charged to the Exchange student.

Section 3: Funding Resources

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- Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students
- Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation
- In France it is mandatory for international students to purchase the student French Health insurance (cost 2015-2016: 215€ per semester) and have public liability insurance which need to be subscribe in France
- Information and assistance can be provided by the following contact points and information sources

Institution	Contact details (email, phone)	Website for information
ESTACA	Incoming Study Abroad Coordinator: Mrs. Virginia FOCKEDEV Email: international@estaca.fr Tel: +33 (0)1 76 52 11 76	http://www.estaca.fr/en/
Manipal University Jaipur	International Programs Coordinator, Dr Deepshikha Sharma Email: Deepshikha.sharma@jaipur.manipal.edu +91 87418-11398 Professor and HoD, Automobile Engineering, Prof Rajesh Solanki Email: rajesh.solanki@jaipur.manipal.edu +91 99500 10576	http://jaipur.manipal.edu/muj.html

Section 4: Housing and Travel

- The Host Institution will assist when possible the arrangement of lodging for Exchange Students but all expenses incurred for travel, lodging and other incidental costs associated with the program (e.g. laboratory fees, special activity fees) shall be borne by each individual participant
- Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties
- Information and assistance can be provided by the following persons and information sources

Institution	Contact details (email, phone)	Website for information
ESTACA	Incoming Study Abroad Coordinator Mrs. Virginia FOCKEDEV Email: international@estaca.fr Tel: +33 (0)1 76 52 11 76	http://www.estaca.fr/en/international-openings/living-in-paris-laval.html
Manipal University Jaipur	International Programs Coordinator, Dr Deepshikha Sharma Email: Deepshikha.sharma@jaipur.manipal.edu	http://jaipur.manipal.edu/muj.html

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	+91 87418-11398 Professor and HoD, Automobile Engineering, Prof Rajesh Solanki Email rajesh.solanki@jaipur.manipal.edu +91 99500 10576	
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Section 5 Student Conduct and Academic Policy

- a. While at the Host Institution, Exchange students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program
- b. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards
 - 1. The sending and receiving institutions will provide assistance when required in securing visas for Exchange Students
 - 2. Information and assistance can be provided by the following contact points and information sources

Institution	Contact details (email, phone)	Website for information
ESTACA	Incoming Study Abroad Coordinator Mrs Virginia FOCKEDEY Email International@estaca.fr Tel: +33 (0)1 76 52 11 76	http://www.estaca.fr/en/
Manipal University Jaipur	International Programs Coordinator, Dr Deepshikha Sharma Email Deepshikha.sharma@jaipur.manipal.edu +91 87418-11398 Professor and HoD, Automobile Engineering, Prof. Rajesh Solanki Email: rajesh.solanki@jaipur.manipal.edu +91 99500 10576	http://jaipur.manipal.edu/muj.html

- c. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6 Students Mobility


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- a. The number of student semester to be exchanged will be four (4) annually. This number may be increased on the basis of reciprocity and an equal number of students from each institution will be exchanged over the term of this Agreement.
- b. The Parties will agree in advance on the number of students to be exchanged each year no less than ninety (90) days before the ensuing semester.
- c. Normally, an Exchange will be for one semester or one academic year.

SM – STUDENT MOBILITY

FROM	TO	Subject area name (e.g. Mechanical Engineering, Aeronautics, Automotive, Aerospace, Rail and Urban Transportation, Business)	Study cycle [1 st : Bachelor level, 2 nd : Master]	Number of student mobility periods
ESTACA	MUJ	Mechanical, Automotive	1 st – BA (3 rd year only) 2 nd – MA (4 th and 5 th year)	3 students per semester
		Mechanical, Automotive	1 st – BA 2 nd – MA	3 students per semester
MUJ	ESTACA	Mechanical Engineering, Aeronautics, Automotive, Space, Rail and Urban Transportation	1 st – BA (3 rd year only) 2 nd – MA (4 th and 5 th year)	3 students per semester
		AAD Program	1 st – BA	3 students per semester

Section 7 Language of Instruction

- a. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions.
- b. The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period (see table below).
- c. For more details on the language of instruction recommendations, see the course catalogue of each institution [Links provided on the first page].

Host institution	Optional: Subject area	Language of instruction 1	Language of instruction 2	Recommended language of instruction level ²	
				Student Mobility for Studies	Staff Mobility for Teaching
ESTACA	All fields	French	English (specific programs)	French B2 English TOEIC 785 TOEFL 79 or IELTS 6.0 scores	French B2 English TOEIC 785 TOEFL 79 or IELTS 6.0 scores

² For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended; see <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

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MUJ	All fields	English	English	English TOEIC 785, TOEFL 79 or IELTS 6.0 scores	English TOEIC 785, TOEFL 79 or IELTS 6.0 scores
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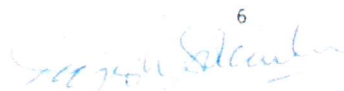

Section 8 Curriculum and Academic Information

The Host Institution need to list the different link to the courses or curriculum descriptions online with the language of instruction in the table below

Host institution	Subject area	Language of instruction	Website for information
ESTACA	Mechanical Engineering	French	http://www.estaca.fr/formation-automobile/cursus-ingenieur-automobile.html
	Aeronautics	French	http://www.estaca.fr/formations/ingenieur-aeronautique.html
	Automotive	French	http://www.estaca.fr/formation-automobile/cursus-ingenieur-automobile.html
	Space	French	http://www.estaca.fr/formations/ingenieur-spatial.html
	Rail and Urban Transports	French	http://www.estaca.fr/formations/une-formation-pour-devenir-ingenieur-transports-urbains-et-ferroviaires.html
	AAD Program	English	http://www.estaca.fr/en/programs/automotive-aeronautics-design-programme.html
	ISAE Group Space Summer Program	English	http://websites.isae.fr/space-summer-program-isae-group/program/
MUJ	Mechanical Engineering	English	http://jaipur.manipal.edu/muj.html
	Automotive	English	http://jaipur.manipal.edu/muj.html
	Computer Science & IT	English	http://jaipur.manipal.edu/muj.html
	Electronics and Communication Engineering	English	http://jaipur.manipal.edu/muj.html
	Electrical Engineering	English	http://jaipur.manipal.edu/muj.html
	Management/Business	English	http://jaipur.manipal.edu/muj.html
	Civil and Environmental Engineering	English	http://jaipur.manipal.edu/muj.html
	Summer program	English	http://jaipur.manipal.edu/muj.html

Section 9 Scholar Exchange

- a. Faculty graduate students and well qualified undergraduate students from either institution may make, at the request or with the approval of the Host Institution, a visit to the other institution for the purpose of research, consultation and short-term teaching, subject to prior negotiation.

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- b) Travel and living expenses for visiting scholars are not normally paid by the Host Institution unless specific arrangements are made and agreed to in advance
- c) The Host Institution will provide an institutional appointment and library access efforts will be made subject to prior negotiation to provide office space and access needed facilities
- d) Visiting scholars must carry medical health insurance that meets the requirements of the Host Institution and/or the Host government

Section 10 Scholar Calendar

- a) Applications/information on nominated students must reach the Host Institution by

Host institution	Autumn term	Spring term
ESTACA	Nominations: Before April 15 th Applications: Before May 15 th	Nominations: Before September 15 th Applications: Before October 15 th
MUJ	Nominations: Before April 15 th Applications: Before May 15 th	Nominations: Before September 15 th Applications: Before October 15 th

- b) The Host Institution will send its decision within 6 weeks
- c) The Host Institution will provide directly to the Home Institution a record of the students academic performance when those records are requested whether by the students or the Home Institution

ARTICLE III: TERMS AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five (5) years. This Agreement may be cancelled by either Party in writing with 6 calendar months notice. In the event that the Agreement is not renewed or is terminated in any other way any related activities in progress shall continue until current [semester or quarter] in which the termination takes place is completed

ARTICLE IV: INDEMNIFICATION

Section 1

ESTACA shall defend indemnify and hold harmless Manipal University Jaipur and each of their trustees officers employees agents and volunteers from and against any and all liability loss expense or claims for injury or damages arising out of resulting from or in connexion with the performance of this Agreement but only in proportion to and to the extent such liability loss expense or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of ESTACA its officers subcontractors assignees appointees agents or employees

Section 2

*Rajesh Kumar*⁷

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Manipal University Jaipur shall defend, indemnify and hold harmless ESTACA and each of their trustees, officers, employees, agents, and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connexion with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Manipal University Jaipur, its officers, subcontractors, assignees, appointees, agents or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1

Manipal University Jaipur represents and warrants that it is the Manipal University Jaipur acting in its higher education capacity, and has the legal capacity, and the legal capacity to enter into this Agreement.

Section 2

ESTACA represents and warrants that it (1) is an educational entity in good standing in the country of France and has legal authority to enter into this Agreement, and (2) has obtained all necessary approvals and rights required by applicable laws, rules, and regulations to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1 No Agency

Nothing herein shall be construed to create an agency relationship between Parties, or any employment relationship between Parties for any faculty or staff member provided under the exchange program.

The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2 Compliance with Laws

The Parties will comply all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3 No Incentive Benefits

Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of the Parties, for the purpose of obtaining, or in connection with, this or any other Agreement.

Section 4 Use of Logos and Marks

The Home and the Host Institution can use any identifying marks of the other without the express written permission of the Party unless the Agreement is not effective.

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Section 5 Authoritative Version

The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6 Severability

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7 Whole Agreement and Amendments

This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is:

- (i) writing
- (ii) refers to this Agreement, and
- (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8 Force Majeure

Neither Party shall be liable for any delays in the performance of any its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, judicial action, unavailability or shortages of labour, materials or equipment, impaction or enrolment restrictions ordered by Parties government or public authorities, or failure or delay in delivery by suppliers or delays in transportation.

Section 9 Governing Law

The Parties agree that they shall endeavour to settle any dispute relating to this Agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of and shall be subject to the jurisdiction of the country of domicile of the defendant to the action.

Section 10 Privacy

Manipal University Jaipur and ESTACA shall keep confidential at all times any and all information and personal data received from other relating to teaching strategy, students, employees and tutors and their performance and progress.

Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates, and Manipal University Jaipur and ESTACA agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with the legal obligations.

Section 11 Notices

All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail mentioned in

TO ESTACA

TO Manipal University Jaipur



ESTACA Campus Paris-Saclay

Manipal University Jaipur
Jaipur-Ajmer Expressway Rajasthan
303007 India

12 avenue Paul Delouvrier
78180 Montigny-le-Bretonneux
France
Email: farah.hefied@estaca.fr


Email: deepshikha.sharma@jaipur.manipal.edu


ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

ESTACA

Manipal University Jaipur



Pascal FIBON
Executive Director


Professor Naresh Kumar Garg
Dean International Programs

Date: 10/05/2016

Date: 22nd April 2016




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