

AGREEMENT OF COLLABORATION

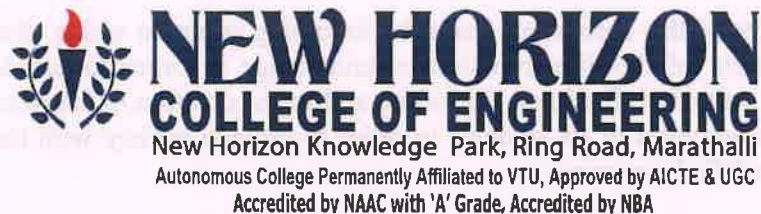
Between

**ESIGELEC School of Engineering
Rouen, FRANCE**



And

**NEW HORIZON COLLEGE OF ENGINEERING
Bangalore, INDIA**



AGREEMENT OF COLLABORATION

Between

ESIGELEC– School of engineering, hereafter referred to as **ESIGELEC**
Technopôle du Madrillet
Avenue Galilée, BP10024
76801 Saint-Étienne du Rouvray
FRANCE

And

NEW HORIZON COLLEGE OF ENGINEERING, hereafter referred to as **NHCE**
Bellandur Main Rd,
Kaverappa Layout
Near Marathahalli
Bengaluru
Karnataka 560103
INDIA

The signatories agree:

ARTICLE 1: Common shared vision

- 1.1 Signatories of this agreement share the following common vision: the promotion and enhancement of the dissemination of knowledge in order to provide society with superbly trained professional engineers, and in the creation of knowledge through the academic activities of its students in order to provide society with the vitally needed highly qualified personnel.
- 1.2 Signatories of this agreement agree in principle to establish for themselves a preferential Institutional partner status.

ARTICLE 2: Responsible offices

ESIGELEC and NHCE agree to appoint an overall coordinator for the administration. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students.

ARTICLE 3: commitment of the signatories

ESIGELEC and NHCE commit themselves to work together in a collaborative, collegial relationship of mutual benefit with the contribution of complementary skills and resources towards the common shared vision.

3.1 Exchange programme for NHCE students going to ESIGELEC

3.1.1. ESIGELEC agrees in principle to intake in the regular master curriculum students from NHCE for an academic semester, from September to February (autumn semester) or from February to July (spring semester). Students will obtain marks and credits from ESIGELEC for the exchange semester, subject to recognition – or not – by NHCE. Students will not be awarded a degree from the host institution abroad.

3.1.2 ESIGELEC may receive up to three (3) students per academic year. The exact number of students will be agreed upon by the two institutions on an annual basis. In any given year, the number of students hosted can vary.

3.1.3 The home institution will be responsible for screening and selecting students, subject to acceptance by the host institution. Students selected must be nominated by the home institution to the host institution before the deadline for nomination. Nominated students have to apply online using the following link <https://en.esigelec.fr/page/79/apply-for-an-exchange-programme> before the deadline for application.

Deadlines for nomination and application:

- Autumn semester: April 30th
- Spring semester: October 15th

3.1.4 The host institution will assist the students to obtain housing and with other matters of hospitality, but is not obliged to provide financial assistance of any kind.

3.1.5 Participating students shall be responsible for obtaining their own visas, completing the immigration formalities, and respecting the rules and measure for entering onto the French territory.

3.1.6 Students participating in the programme will pay for all personal expenses at the host institution, including visa, housing, travel, meals, overseas medical & repatriation insurance policy valid for 3 months minimum in France and other insurances. They will be exempted from tuitions fees at the host institution.

3.1.7 ESIGELEC will confirm the names of the modules that the exchange students will take (learning agreement), within a week after their arrival at ESIGELEC.

3.2. Exchange programme for ESIGELEC students

3.2.1. NHCE would offer opportunities to undergraduate and postgraduate students from the partner institution to carry out projects in their own laboratories or in partner companies.

- 3.2.2. NHCE may receive up to three (3) students per academic year. Proposals for students must be done in advance and agree upon with sufficient notice to both parties. The exact number of students will be agreed upon by the two institutions on an annual basis. In any given year, the number of students hosted can vary.
- 3.2.3. ESIGELEC will be responsible for screening and selecting students, subject to acceptance by NHCE.
- 3.2.4. NHCE will assist the students to obtain housing and with other matters of hospitality, but is not obliged to provide financial assistance of any kind.
- 3.2.5. Participating students shall be responsible for obtaining their own visas and completing the required immigration formalities.
- 3.2.6. Students participating to the programme will pay appropriate tuition fees at ESIGELEC during the period at NHCE. They will also pay for all personal expenses at the host institution, including visa, housing, travel, meals and health insurance. They will be exempted from tuition fees at NHCE.

3.3. Other activities

The above-mentioned activities are not exclusive; other may be considered, such as:

- Students enrollments,
- Joint academics programs,
- Double degree programs,
- Other areas of mutual interest.

When relevant, the above-mentioned activities will be described in a specific document.

ARTICLE 4: the European Union General Data Protection Regulation (GDPR)

The European Union General Data Protection Regulation (GDPR) applies to all institutions processing and holding the personal data of persons residing in the European Union, regardless of the institution's location.

Therefore, ESIGELEC and NHCE comply with the following GDPR principles:

- Personal data should be collected only for specified, explicit and legitimate purposes;
- The persons concerned should be informed about such purposes and should know the identity of the data controller;
- Any person concerned should have a right of access to his/her data and the opportunity to change or delete data which is incorrect;
- If something goes wrong, appropriate remedies must be available to put things right, including compensation or damages through the competent courts.

ARTICLE 5 : Administrative provisions

5.1. Terms and termination

This Agreement will become effective upon signing and shall be effective for five (5) years, or until earlier termination by either party in keeping with the terms of this Agreement. This agreement will automatically be renewed for successive additional periods of five (5) years unless either party advises in writing the other at least three (3) months prior the expiration of the particular term of its intention not to renew.

5.2. Modification

This agreement may be modified and signed by the two parties.

For ESIGELEC




Pr Etienne CRAYE
General Manager

Date: November 30, 2021

Stamp:



For NHCE



Dr. Manjunatha B
Principal
NHCE

Date: December 01, 2021

Stamp:

Principal
New Horizon College of Engineering
Ring Road, Bellandur Post,
Bangalore - 560 103



The Department of Engineering Education, Government of Karnataka, has the honor to inform you that the Government has approved the proposal for the establishment of a new branch of the Department of Engineering Education, Government of Karnataka, at the Government Engineering College, Bangalore. The Government has also approved the proposal for the establishment of a new branch of the Department of Engineering Education, Government of Karnataka, at the Government Engineering College, Bangalore.

Yours faithfully,
Principal, Government Engineering College, Bangalore.

[Handwritten Signature]

[Handwritten Signature]

Principal,
Government Engineering College,
Bangalore.

Principal,
Government Engineering College,
Bangalore.

Principal,
Government Engineering College,
Bangalore.

Principal,
Government Engineering College,
Bangalore.

Principal,
Government Engineering College,
Bangalore.



**MEMORANDUM OF UNDERSTANDING
between CESI, FRANCE and New Horizon
College of Engineering, Bengaluru**

This MEMORANDUM is made between:

The engineers school named **CESI**, a non-profit making Company, having its head office located 1 avenue du Général de Gaulle - Tour HyFive - 6ème étage - 92800 Puteaux - France, SIREN : 775 722 572 represented by its Director of Grande Ecole training and diplomas, Jean-Louis ALLARD

Hereinafter referred to as "CESI"

and

New Horizon College of Engineering located at Bengaluru represented by Dr. R J Anandhi, Dean-Academics

Hereinafter referred to as "Partner"

Above shall individually or collectively be known henceforth as the "Institution(s)" or "Party(ies)".

1. PREAMBLE

The purpose of this Memorandum is to promote the potential for collaboration and to frame relationship between CESI and the Partner.

**ACCORD DE PARTENARIAT
entre CESI, France et New Horizon College of
Engineering, Bengaluru**

Le présent Accord est établi entre:

L'école d'ingénieurs dénommée **CESI**, association de loi 1901, ayant son siège 1 avenue du général de Gaulle - Tour HYFIVE - 6ème étage - 92800 Puteaux - France, SIREN : 775 722 572 représentée par son Directeur des formations et diplômés Grande Ecole, Jean-Louis ALLARD

Ci-après dénommée « CESI »

Et

New Horizon College of Engineering située à Bengaluru Représentée par Dr. R J Anandhi, Dean-Academics

Ci-après dénommée le « Partenaire »

Ci-dessous dénommés individuellement ou collectivement la ou les « Institution(s) » ou la ou les « Partie(s) ».

1. PRÉAMBULE

L'objet de cet Accord de Partenariat est de promouvoir le potentiel de la collaboration et d'encadrer les relations entre le Partenaire et CESI.

2. COOPERATION AND CONTRIBUTION

The two Institutions shall establish and encourage mutually beneficial scientific, technological, educational and other relations based on the following activities:

Provision of placement opportunities in specific research projects;

Exchanging students with credits transfer from CESI to Partner and vice versa;

Exchange of academic staff members for the purpose of research, teaching or the presentation of special courses in their fields of specialization;

Establishment of joint research programs;

Exchange of scientific and educational literature produced by either or both of the Parties, as well as the exchange of material on the most relevant and topical research undertaken by researchers of both Institutions;

Organization of conferences, seminars and symposia of mutual interest to the Institutions;

Sharing of good practice, particularly related to pedagogical methods, links with industry and the development of new technologies in both countries concerned;

2. COOPÉRATION ET CONTRIBUTION

Les deux Institutions s'engagent à coopérer dans des domaines d'intérêt mutuel, au travers d'activités d'ordre scientifique, technologique et pédagogique indiquées ci-après :

Offrir des possibilités de placement dans des projets de recherche spécifiques ;

Échange d'étudiants avec des crédits de transfert entre CESI et le Partenaire et vice-versa ;

Echange de personnel à des fins d'enseignement et de recherche ou de présentations spécifiques dans leurs champs de spécialité ;

Mise en œuvre de projets communs de recherche ;

Echange de publications académiques et de données sur les recherches menées par les chercheurs des deux Institutions ; ainsi que l'échange de documents sur les recherches les plus pertinentes et les plus récentes entrepris par les chercheurs des deux institutions ;

Organisation de conférences, séminaires, et d'événements scientifiques et culturels d'intérêt réciproque pour les Institutions ;

Partage des bonnes pratiques, notamment dans les méthodes pédagogiques, les liens avec l'entreprise et le développement de nouvelles technologies dans les deux pays ;

Exploring of possibilities regarding semester exchange, dual award, co-authoring papers, co-supervising of research students or similar.

An appendix can be provided, according to the degree of commitment between the Institutions.

This Appendix will define more specifically the relation between CESI and his Partner.

Neither party has the authority to commit the other Party to any act, responsibility or liability unless that other Party has given such prior authority in writing.

3. FINANCIAL ARRANGEMENTS

The financial arrangements associated with the activities above, need to be clearly stated and agreed prior to the start of the specific activity.

4. TERM OF MEMORANDUM

This memorandum will initially be for a period of 5 years after the signature date. After two years, The Institutions can establish a qualitative assessment of their cooperation.

During the five year period either party may give the other 6 months written notice to terminate the agreement, provided that any student related projects emanating from the agreement shall be allowed to continue until they are completed.

This Memorandum may be modified or extended from time to time provided that such amendment is in writing and signed by the Parties.

Développement de projets de doubles diplômes, échange semestriel, publication commune, co-tutelle de thèse.

Une annexe pourra être prévue en fonction du degré d'engagement entre les Institutions. Cette annexe définira de manière plus précise la relation entre CESI et le Partenaire.

Aucune des deux Parties ne peut imposer à l'autre Partie une action sans un accord écrit préalable.

3. DISPOSITIONS FINANCIÈRES

Les arrangements financiers associés aux activités ci-dessus doivent être clairement énoncés et convenus avant le début de l'activité spécifique.

4. DURÉE DE L'ACCORD DE PARTENARIAT

Cet Accord de Partenariat prendra effet à partir de la date de signature pour une durée de cinq (5) ans. Après deux ans, les Institutions pourront établir une évaluation qualitative de leur collaboration.

Pendant ces cinq années, chacune des parties pourra mettre fin à cette convention par lettre, avec un préavis de 6 mois, sans toutefois porter préjudice aux personnes déjà engagées sur des projets communs.

Cet accord pourra être modifié et prorogé, sur approbation des deux partenaires, au moyen d'un avenant, signé par les deux Parties.

5. COMMUNICATION

If the designated contact changes (see Annex 1) during the course of this Memorandum, it is agreed that a replacement will be substituted and contact details forwarded immediately.

6. CONFIDENTIALITY

The Institutions deem confidential all information disclosed during their cooperation, irrespective of object (technical, industrial, financial, commercial, legal, etc.), type (know-how, methods, processes, technical and installation details, etc.), support (written documents and print-outs, digital, samples, drawings, etc.) and transmission mode (written, oral, IT including networks and/or electronic mail).

7. DATA PROTECTION

Concerned about compliance with regulations on the protection of personal data, in particular the General Data Protection Regulation (EU) No. 2016/679 of 27 April 2016 ("GDPR") and the Data Protection Act No. 78-17 of 6 January 1978 as amended (hereinafter referred to together as the "Regulation"), the Parties have agreed to regulate the transfer of personal data resulting from the execution of this agreement through the standard contractual clauses of the European Commission attached in Annex 2 hereto.

5. COMMUNICATION

Si le contact désigné en annexe 1 change pendant la durée de cet accord, les coordonnées du remplaçant seront immédiatement communiquées.

6. CONFIDENTIALITÉ

Les Institutions jugent confidentielles toutes les informations divulguées au cours de leur collaboration, quel que soit l'objet (technique, industriel, financier, commercial, juridique, etc.), le type (détails savoir-faire, les méthodes, les processus, techniques et d'installation, etc.), le support (documents écrits et imprimés, numériques, échantillons, dessins, etc.) et le mode de transmission (écrite, orale, y compris les réseaux informatiques et / ou par courrier électronique).

7. PROTECTION DES DONNEES PERSONNELLES

Soucieuses du respect de réglementation en matière de protection des données personnelles, particulièrement du Règlement Général sur la Protection des Données Personnelles (UE) n°2016/679 du 27 avril 2016 (« RGPD ») et de la loi informatique et libertés n°78-17 du 6 janvier 1978 modifiée (ci-après dénommés ensemble la « Réglementation »), les Parties ont convenu d'encadrer le transfert des données personnelles découlant de l'exécution de la présente convention à travers les clauses contractuelles types de la Commission Européenne jointes en annexe 2 aux présentes.

7. COPYRIGHT

CESI may not make unauthorized use of the Partner's name, logotypes, or marks, on any advertising or promotion during the terms of this Memorandum.

All rights, title and interest in copyright and all other materials supplied by CESI shall, together with any improvements or modifications, at all times remain vested with CESI.

The Partner may not make unauthorised use of the CESI name, logotypes, or marks, on any advertising or promotion during the terms of this Memorandum.

All right, title and interest in copyright and all other materials supplied by the Partner shall, together with any improvements or modifications, at all times remain vested with the Partner.

8. NO CONTRACT

This document is not intended to create binding or legal obligations on the Parties.

9. FORCE MAJEURE

Neither Party will be liable for failure to perform its obligations under this Memorandum if such failure results from circumstances which could not have been contemplated and which are beyond the Parties' reasonable control.

7. COPYRIGHT

CESI ne peut pas faire une utilisation non autorisée du nom du Partenaire, du logo ou des marques déposées, sur toute publicité ou promotion pendant la durée du présent Accord.

Tous les droits et titres de CESI relevant des droits d'auteurs ainsi que toute amélioration ou modification de ces derniers, restent la propriété de CESI.

Le Partenaire ne peut pas faire une utilisation non autorisée du nom du CESI, de ses logos ou marques déposées, sur toute publicité ou promotion pendant la durée du présent Accord.

Tous les droits et titres du Partenaire relevant des droits d'auteurs ainsi que toute amélioration ou modification de ces derniers, restent la propriété du Partenaire.

8. VALEUR CONTRAIGNANTE

Ce document ne vise pas à créer des obligations contraignantes ou juridiques entre les Parties.

9. FORCE MAJEURE

Aucune des Parties ne sera responsable pour manquement à ses obligations en vertu du présent Accord si ceux-ci relèvent de la définition d'un cas de force majeure et qui sont au-delà du contrôle raisonnable des Parties.

10. NON-EXCLUSIVITY

This proposal will not hinder the collaboration which already exists or will be established in the future by either Party with a third party.

11. NO PARTNERSHIP

Nothing in this proposal is intended to create, or be deemed to create, a partnership, or the relation of employer and employee between the Parties.

12. DISPUTES

In the event of any dispute emerging, the Parties agree to resolve the problem by way of mutual and responsible negotiation.

CESI and the Partner confirm their agreement to the matters set out in this Memorandum of Understanding. In the event of any matter of interpretation or any other disagreement, the French version shall prevail.

Signed by

Jean-Louis ALLARD,
Director of Grande Ecole training and diplomas

Duly authorized for and on behalf of CESI

Date: _____

10. NON EXCLUSIVITÉ

Cet Accord de Partenariat ne fera pas obstacle à la collaboration qui existe déjà ou sera établi à l'avenir par l'une des Parties avec un tiers.

11. INDÉPENDANCE DES PARTIES

Rien dans la présente proposition ne vise à créer, ou être réputé créer un partenariat, ou un lien de subordination entre les Parties.

12. REGLEMENT DES CONFLITS

En cas de litige, les Parties conviennent de résoudre le problème de manière amiable par voie de négociation mutuelle et responsable.

CESI et le Partenaire confirment leur accord sur les questions énoncées dans le présent Accord de Partenariat. En cas de doute sur l'interprétation du présent Accord de Partenariat, la version en français prévaudra.

Signé par

Jean-Louis ALLARD,
Directeur des formations et diplômes Grande Ecole

Dûment autorisé au nom et pour le compte de CESI

Date: _____

Signed by
Dr. Manjunatha B
Principal

duly authorized for and on behalf of New
Horizon College of Engineering

Manjunatha
1/6/2023
Principal

Date: 1.6.2023
New Horizon College of Engineering
Ring Road, Bellandur Post,
Bangalore - 560 103

Signed by
Dr. R J Anandhi
Dean-Academics

duly authorized for and on behalf of New
Horizon College of Engineering

Anandhi
1/6/2023
Dr. R J Anandhi
Professor and Dean-Academics
New Horizon College of Engineering
Ring Road Bellandur Post
Bengaluru - 560 103

Date: 1.6.23

ANNEX 1

The named Contacts are:

For CESI:

- Name: Stefan SEILER
- Fonction: Head of International programs
- E-mail: sseiler@cesi.fr
- Name: Karine GOURLET
- Fonction: International Relations Coordinator (incoming and outgoing mobilities)
- E-mail: kgourlet@cesi.fr

Signé par
Dr. Manjunatha B
Principal

Dûment autorisé au nom et pour le compte de
New Horizon College of Engineering

Manjunatha
1/6/2023
Principal

Date: 1.6.2023
New Horizon College of Engineering
Ring Road, Bellandur Post,
Bangalore - 560 103

Signed by
Dr. R J Anandhi
Dean-Academics

duly authorized for and on behalf of New
Horizon College of Engineering

Anandhi
1/6/2023
Dr. R J Anandhi
Professor and Dean-Academics
New Horizon College of Engineering
Ring Road Bellandur Post
Bengaluru 560 103

Date: 1.6.23

ANNEXE 1

Les Contacts désignés sont :

Pour CESI :

- Nom: Stefan SEILER
- Fonction: Directeur des Programmes Internationaux
- E-mail: sseiler@cesi.fr
- Nom: Karine GOURLET
- Fonction: Coordinatrice Relations Internationales (mobilités entrantes et sortantes)
- E-mail: kgourlet@cesi.fr

For New Horizon College of Engineering:

- Name: Dr. Manjunatha B
- Function: Principal
- E-mail: principal@newhorizonindia.edu
- Phone: +91-80-66297777

- Name: Dr. R J Anandhi
- Function: Dean-Academics
- E-mail: dean.academics@newhorizonindia.edu
- Phone: +91-80-66297777

Pour New Horizon College of Engineering:

- nom : Dr. Manjunatha B
- fonction : Principal
- e-mail : principal@newhorizonindia.edu
- téléphone : +91-80-66297777

- nom : Dr. R J Anandhi
- fonction : Dean-Academics
- email: dean.academics@newhorizonindia.edu
- téléphone : +91-80-66297777

ANNEX 2 - STANDARD CONTRACTUAL CLAUSES

EDUCATIONAL COOPERATION AGREEMENT BETWEEN
THE NEW HORIZON COLLEGE OF ENGINEERING
AND
THE CAMPUS DES METIERS ET DES QUALIFICATIONS
GENIE CIVIL ET ECO-CONSTRUCTION EN MILIEU TROPICAL
DE L'ACADEMIE DE LA REUNION

Between

New Horizon College of Engineering

Located at Outer Ring Road, Near Marathalli, Bellandur Main Road, Bengaluru, Karnataka 560103
BANGALORE (INDIA)

represented by Dr. Manjunatha Basavannappa Chalageri, Principal

hereinafter referred to as "NHCE"

on the one hand,

And

The Campus des Métiers et des Qualifications génie civil et éco-construction en milieu tropical
from l'académie de La Réunion

Located in Lycée des Métiers Jean Hinglo in construction and civil engineering, 2 rue des Sans-Soucis
CS 81107, 97829 Le Port Cedex (France),

represented par Jean-Marc Spampani, Headmaster,

hereinafter referred to as "CMQ"

on the other hand.

NHCE and **CMQ** shall be collectively referred to as the "**Parties**" and individually as the "**Party**".

PREAMBLE

Considering that NHCE is an educational institution determined to offer technical education of high quality to train technicians and engineers able to implement and develop the technology for the benefit of the nation and humanity. Furthermore, it is partner of the Indo-French Centre Of Excellence on Electricity, Automation and Energy – Schneider Electric located on its premises.

Considering that CMQ is a network of partners (high schools, higher education institutions, training centers, companies and other public or private institutions) of the Academy of La Réunion, having the common will to develop vocational and technological trainings and academic-industry partnerships in the construction, civil engineering and architecture sectors (including the related sectors of eco-construction, energy and technical building management) for technicians, advanced technicians and engineers.

The Parties have come together to agree on a first cooperation agreement (hereinafter referred to as "Agreement") in order to develop their collaboration in areas related to training in the fields of construction, civil engineering and architecture (including the related sectors of eco-construction, energy and technical building management).

The NHCE and the CMQ agree as follows :

Article 1: Purpose

This Agreement constitutes the reference framework for the actions carried out in partnership between the NHCE and the CMQ.

Its purpose is to set up a cooperation aiming at developing and enhancing vocational training courses adapted to the requirements and needs in skills of the labour market of both countries in order to improve the training offer and the professional integration of young people.

The Parties undertake to develop their collaboration by:

- a) Informing each other of their respective projects in the field of vocational training.
- b) Supporting, within their respective means, the actions agreed upon by both Parties.
- c) Promoting the public communication of actions while respecting the rules related to the confidentiality of results.
- d) Drawing up a list of areas of common interest when setting up an annual action plan.

Both Parties agree to draw up and approve specific action sheets to develop the above points when holding the annual steering committee meeting.

These action sheets are outside the scope of the public procurement characteristics and strictly localized within the bilateral cooperative framework while safeguarding the nature of the common non-profit interest.

Each party shall conduct the activities of this cooperation agreement in accordance with the legislation of its country.

The action sheets are therefore not the object of a commercial approach (customer-supplier relationship) and in particular in the framework of public markets / purchases.

Article 2: Areas of cooperation

The list of fields of cooperation between the two signatories of this agreement is not exhaustive. It may evolve according to the strategic orientations decided upon by mutual agreement, with regard to the needs expressed by the local partners. The following fields can already be identified:

- The participation in the development of new training guidelines.

- The support for the drafting of certification guidelines.
- The design and implementation of training plans for educational staff in relation to the training frameworks (training plan, leading training courses, skills-based approach, technical content of training courses, etc.).
- The design and implementation of training plans for "administrative managers".
- The exchange of experiences in terms of pedagogical, technological and digital innovation.
- The possibility of applying together to calls for projects, calls for expressions of interest, or to participate in a consultation in the field of international vocational training.
- The implementation of a common strategy for internships and work-study schemes for training courses by seeking to develop opportunities to host interns in workshops or companies for their respective trainees.
- The establishment of twinning agreements between partner school institutions of the CMQ and the NHCE, allowing the mobility of staff, pupils, trainees and students on a reciprocal basis (subject to funding).
- The promotion of the vocational path and the enhancement of the renovated paths.

Article 3: Organization of the partnership and commitments of the Parties

- Steering committee

The Parties agree to establish a steering committee. It will meet once a year, during the 3rd quarter, or at the express request of one of the Parties. Its role consists in:

- Assessing the various actions carried out,
- Approving the annual action plan,
- Intervening on any issues related to the cooperation between the NHCE and the CMQ.

It will include the following members:

- Four representatives of the NHCE,
- Four representatives of the CMQ and the Rectorat de La Réunion.

Qualified experts and a representative of the French Embassy may be invited as observers by the members.

- Commitments of the Partners

The CMQ makes its resources, know-how and expertise available, within the limits of its competences and means, in order to:

- Implement the action plan validated by the steering committee, to assess its impacts and to support its development,
- Identify and appoint the experts ensuring a remote or field follow-up (in France and in India) for evaluation, certification, assistance or training missions. Those experts are chosen by the CMQ and the Académie de La Réunion Authorities in consultation with the general management of the NHCE.

The NHCE also makes its resources, know-how and expertise available, within the limits of its competence and means, in order to:

- Make available its vocational training centres as well as the Indo-French Centre Of Excellence on Electricity, Automation and Energy – Schneider Electric and accommodation units for the implementation of the planned actions,
- Identify and make available the human resources necessary for the implementation of the actions,
- Designate the experts ensuring a remote or field follow-up (in France and in India) for evaluation, certification, assistance or training missions .Those experts are chosen by the

general management of the NHCE, in consultation with the persons in charge of the CMQ and the Académie de La Réunion Authorities.

The modalities of intervention methods (objectives, number of days, mission dates,) are jointly decided by the NHCE and the CMQ.

Article 4: Reciprocal exchanges and promotion of the agreement: management of the agreement

The two institutions deepen their partnership through mutual visits and regular correspondence within the framework of well-defined missions which are the subject of reports as well as the organisation of the annual steering committee.

The CMQ appoints the operational director as project leader to coordinate exchanges. He/She has the role of privileged interlocutor for all projects.

The NHCE appoints Dr. Manjunatha Basavannappa Chalageri, Principal, as project leader to coordinate exchanges. He has the role of privileged interlocutor for all projects.

The Parties acknowledge that each of them may publish or publicise this cooperation agreement, once the messages are coordinated in consultation with the parties' officials, unless the Parties indicate in writing that a specific matter should remain confidential.

The CMQ and the NHCE mutually allow each other to use their logos on their respective websites, as well as in any publication issued by either party.

Article 5: Applicable legislation

Each party shall conduct the activities defined by this agreement in accordance with the legislation of its respective country.

Article 6: Duration, amendment and termination of the framework cooperation agreement

This cooperation agreement is concluded for a period of three years, and comes into force from the date of signature.

The cooperation agreement may be modified with the agreement of each of the Parties.

It may be terminated at the request of either party. The termination shall take effect six months after the request. However, staff and students/trainees engaged in training under the agreement shall not suffer any prejudice as a result of the termination.

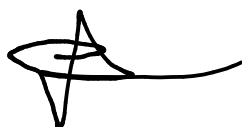
Article 7: Dispute resolution

Both Parties shall endeavour to find amicable solutions to any problems they may encounter.

Done in four original copies, two in French and two in English

On the 23rd of June, 2021

For the Campus des Métiers et des
Qualifications génie civil et éco-construction en
milieu tropical de l'académie de La Réunion



Jean-Marc Spampani
Headmaster

For the New Horizon College of Engineering



Dr. Manjunatha Basavannappa Chalageri
Principal

**CONVENTION DE COOPERATION EDUCATIVE ENTRE
LE NEW HORIZON COLLEGE OF ENGINEERING
ET
LE CAMPUS DES METIERS ET DES QUALIFICATIONS
GENIE CIVIL ET ECO-CONSTRUCTION EN MILIEU TROPICAL
DE L'ACADEMIE DE LA REUNION**

Entre

New Horizon College of Engineering

Situé Outer Ring Road, Near Marathalli, Bellandur Main Road, Bengaluru, Karnataka

560103 BANGALORE (INDE),

Représenté par le Dr. Manjunatha Basavannappa Chalageri, Principal ci-après dénommé "NHCE"

d'une part,

Et

**Le Campus des Métiers et des Qualifications génie civil et éco-construction en milieu tropical de
l'académie de La Réunion**

Situé Lycée des Métiers du BTP Jean Hinglo, 2 rue des Sans-Soucis CS 81107, 97829 Le Port Cedex
(France),

Représenté par Jean-Marc Spampani, Proviseur, ci-après dénommé "CMQ"

d'autre part.

NHCE et **CMQ** sont désignés collectivement « Les Parties » et individuellement comme « Partie ».

PREAMBULE

Considérant que le NHCE est un établissement de formation destiné à offrir des enseignements technologiques de haute qualité dans le but de former des techniciens et ingénieurs aptes à mettre en œuvre et développer la technologie au bénéfice de la nation et de l'humanité. Qu'il est par ailleurs partie prenante du Centre d'Excellence de Formation Technique à l'Étranger (CEFTE) indo-français sur l'Électricité, l'Automatisme et l'Énergie – Schneider Electric situé dans ses locaux.

Considérant que le CMQ est un réseau d'acteurs (établissements de l'enseignement secondaire, de l'enseignement supérieur, d'organismes de formation professionnelle, d'entreprises et d'autres partenaires institutionnels) de l'Académie de La Réunion ayant en commun la volonté de développer les formations professionnelles et technologiques et les collaborations écoles-entreprises dans les secteurs du bâtiment, des travaux publics, de l'architecture (y compris les filières associées de l'éco-construction, des énergies et de la gestion technique du bâtiment) pour les techniciens, techniciens supérieurs et ingénieurs.

Les Parties se sont rapprochées en vue de convenir d'une première convention de coopération (ci-après désignée sous le nom de « Accord») afin de développer leur collaboration dans les domaines en relation avec la formation dans les secteurs du bâtiment, des travaux publics, de l'architecture (y compris les filières associées de l'éco-construction, des énergies et de la gestion technique du bâtiment).

Le NHCE et le CMQ conviennent ce qui suit :

Article 1 : Objet

Le présent Accord constitue le cadre de référence dans lequel s'inscrivent les actions menées en partenariat entre le NHCE et le CMQ. Il a pour objet la mise en place d'une coopération visant à développer et à valoriser des filières de formation professionnelle adaptées aux exigences et aux besoins en compétences du marché du travail des deux pays afin d'améliorer l'offre de formation et l'insertion professionnelle des jeunes.

Ainsi, les deux Parties s'engagent à développer leur collaboration :

- a) en s'informant de leurs projets respectifs en matière de formation professionnelle,
- b) en soutenant, dans la mesure de leurs moyens respectifs, les actions arrêtées d'un commun accord lors d'un plan d'action annuel,
- c) en favorisant la communication publique des actions dans le respect des règles liées à la confidentialité des résultats,
- d) en établissant la liste des domaines d'intérêts communs lors de l'établissement d'un plan d'action annuel.

Les deux Parties conviennent de rédiger et de valider des fiches actions spécifiques pour développer les points ci-dessus lors de la tenue d'un comité de pilotage annuel.

Ces fiches actions sont hors du champ des caractéristiques du marché public et strictement localisées dans le cadre coopératif bilatéral tout en sauvegardant la nature de l'intérêt commun non lucratif.

Chaque Partie doit conduire les activités de cette convention de coopération en conformité avec la législation de son pays.

Les fiches actions ne sont pas l'objet d'une démarche commerciale (relation client-fournisseur) et notamment dans le cadre des marchés / achats publics.

Article 2 : Axes de collaboration

La liste des champs composant la coopération entre les deux signataires de la présente convention n'est pas limitative. Elle peut évoluer en fonction des orientations stratégiques décidées d'un commun accord, au regard des besoins exprimés par les partenaires locaux. Peuvent d'ores et déjà être identifiés :

- la participation à l'élaboration de nouveaux référentiels de formation,
- l'appui à la rédaction de référentiels de certification,
- la conception et la mise en œuvre de plans de formation des cadres pédagogiques relatifs aux référentiels de formation (plan de formation, animation de séances, approche par compétences, contenu technique des formations),
- la conception et la mise en œuvre de plans de formation pour les « cadres administratifs ».
- le partage d'expériences en termes d'innovations pédagogiques, technologiques et numériques,
- la possibilité de répondre ensemble à des appels à projets, des appels à manifestation d'intérêt, ou de participer à une consultation dans le domaine de la formation professionnelle à l'international,
- la mise en place d'une stratégie commune des stages et des dispositifs d'alternance pour les formations en cherchant à développer des opportunités d'accueil en ateliers ou dans les entreprises pour leurs stagiaires respectifs,
- la mise en place de jumelages entre les établissements scolaires partenaires du NHCE et du CMQ permettant la mobilité des personnels, des élèves, des stagiaires, des étudiants en réciprocité (sous réserve de financement),
- la promotion de la voie professionnelle et la valorisation des filières rénovées.

Article 3 : Organisation du partenariat et engagements des Parties

- Comité de pilotage

Les Parties conviennent de créer un comité de pilotage. Il se réunira une fois par an, courant 3^{ème} trimestre, ou à la demande expresse d'une des Parties. Il a comme rôle de :

- faire un bilan des actions réalisées,
- valider le plan d'action annuel,
- d'intervenir sur toute question relative à la coopération entre le NHCE et le CMQ.

Il est composé :

- de quatre représentants du NHCE,
- de quatre représentants du CMQ et du rectorat de La Réunion.

Des experts qualifiés et un représentant de l'Ambassade de France peuvent être invités par les membres en qualité d'observateurs.

- Engagement des Parties

Le CMQ met à la disposition ses ressources, son savoir-faire et son expertise, dans la limite de ses compétences et de ses moyens, pour :

- mettre en œuvre le plan d'action validé en comité de pilotage, d'en évaluer les impacts et d'en accompagner ses évolutions,
- identifier et de nommer les experts en assurant un suivi à distance ou sur le terrain (en France et en Inde) : missions d'évaluation, de certification, d'assistance ou de formation. Ces experts sont choisis par le CMQ et les autorités académiques de La Réunion en concertation avec la direction générale du NHCE.

Le NHCE, de même, met à la disposition ses ressources, son savoir-faire et son expertise, dans la limite de ses compétences et de ses moyens, pour :

- mettre à disposition ses centres de formation professionnelle ainsi que le Centre d'Excellence de Formation Technique à l'Étranger (CEFTE) indo-français sur l'Électricité, l'Automatisme et l'Énergie – Schneider Electric et ses unités d'hébergement pour la mise en œuvre des actions prévues,
- identifier et mettre à disposition les ressources humaines nécessaires à l'exécution des actions,

- désigner les experts assurant un suivi à distance ou sur le terrain (en France et en Inde) : missions d'évaluation, de certification, d'assistance ou de formation : ces experts sont choisis par la direction générale du NHCE, en concertation avec les responsables du CMQ et les autorités académiques de La Réunion.

Les modalités d'intervention (objectifs, nombre de jours, dates de mission,) sont arrêtées conjointement par le NHCE et le CMQ.

Article 4 : Echanges réciproques et promotion de l'accord : la gestion de l'accord

Les deux institutions approfondissent leur partenariat par des visites mutuelles et des correspondances régulières dans le cadre de missions bien définies qui font l'objet de comptes rendus ainsi que de la tenue annuelle du comité de pilotage.

Le CMQ désigne le directeur opérationnel comme chef de projet pour coordonner les échanges. Il a le rôle d'interlocuteur privilégié pour l'ensemble des projets.

Le NHCE désigne Dr. Manjunatha Basavannappa Chalageri, Principal, comme chef de projet pour coordonner les échanges. Il a le rôle d'interlocuteur privilégié pour l'ensemble des projets.

Les Parties reconnaissent que chacune d'entre elles peut publier ou promouvoir cette convention de coopération, une fois que les messages sont coordonnés en concertation avec les responsables des Parties, sauf si les Parties indiquent par écrit qu'une question spécifique devrait rester confidentielle.

Le CMQ et le NHCE s'autorisent réciproquement à utiliser leurs logos sur leurs sites internet respectifs, ainsi que pour toute publication émanant de l'une ou l'autre des Parties.

Article 5 : Législation applicable

Chaque partie doit conduire les activités définies par cet accord en conformité avec la législation de son pays respectif.

Article 6 : Durée, modification et résiliation de l'accord-cadre de coopération

La présente convention de coopération éducative est conclue pour une durée de trois ans et elle entre en vigueur à compter de la date de signature. La convention de coopération peut être modifiée avec l'accord exprès de chacune des Parties.

Elle peut être résiliée à la demande de l'une des Parties. La résiliation prend effet six mois après la demande. Toutefois, les personnels et étudiants/stagiaires engagés en formation dans le cadre de la convention ne doivent subir aucun préjudice du fait de la résiliation.

Article 7 : Règlement des conflits

Les Parties s'efforcent de trouver au préalable et à l'amiable des solutions aux problèmes posés.

Fait en quatre exemplaires originaux, deux en français et deux en anglais,

Le 23 juin 2021,

Le Campus des Métiers et des Qualifications
génie civil et éco-construction en milieu tropical
de l'académie de La Réunion



Jean-Marc Spampani
Proviseur

Pour le New Horizon College of Engineering



Dr. Manjunatha Basavannappa Chalageri
Principal



FRAMEWORK AGREEMENT OF INTERNATIONAL ACADEMIC COOPERATION

BETWEEN

UNIVERSITE DE CAEN NORMANDIE – FRANCE

AND

NEW HORIZON COLLEGE OF ENGINEERING (NHCE) – INDE

PREAMBLE

Within the framework of the cultural agreements currently in existence between the two concerned nations and after approval of the principle of this agreement by the regulatory authorities in accordance with the regulatory procedures in effect in both countries, an international academic cooperation agreement is entered into by:

UNIVERSITE DE CAEN NORMANDIE (UNICAEN) – FRANCE, located at Esplanade de la Paix, CS 14032, 14032 CAEN Cedex 5, France
represented by its President, Pierre Denise

And

New Horizon College of Engineering (NHCE) – India, Ring Road, Bellandur Post, Mrathahalli, Bangalore, 560103

represented by its Dean-Academics, Dr. Prashanth CSR

ARTICLE I - OBJECT

UNICAEN and NHCE will determine on a case-by-case basis the nature and form of their cooperation in view of the objectives and the means to be implemented.

Each programme of cooperation between UNICAEN and NHCE will be subject to a specific convention, with reference to the present agreement.

ARTICLE II - APPLICATION OF THE AGREEMENT

The aforementioned periodic cooperation programs define precisely:

- 1) The fields of teaching and research in which the cooperation between the two institutions will take place for the period considered, as well as the objectives;
- 2) The types of exchanges to put into place which can be notably one or several of the following activities:
 - regular exchange of documents, publications, pedagogical materials between the institutions, teaching and research units, institutes, centers, laboratories, libraries or departments;
 - exchange or reception of teachers, students and researchers according to the regulatory procedures of both countries;
 - common use of equipment;
 - definition and organization of coordinated syllabi;
 - organization of international conference.

ARTICLE III - FINANCE

The framework agreement will not entail any financial commitment on the part of each of the parties. For each part of the program which can be carried out independently, the required funds are precisely outlined in an appendix.

ARTICLE IV - STUDENT SELECTION PROCESS

In the particular case of student exchanges, it is agreed that the students will be selected according to terms stated in the appendix pertaining to each exchange program.

The host school agrees to receive the students thus selected.

The students selected to attend UNICAEN will not be required to take the CEF interview, pursuant to article 3 of the amendment to the CEF Agreement, dated 10 December 2007.

ARTICLE V - PERSONAL DATA PROTECTION

Both parties in this Framework Agreement has a responsibility to ensure that the Personal Data of students that will be subject to Data Processing are accurate and up-to-date, and will be well protected as required under the General Data Protection Regulation (GDPR) (EU) 2016/679 (GDPR).

Every party has a responsibility to inform the students as follows:

- the purposes for which the party will store and process their personal data: the parties need to Process the Personal Data in order to perform their educational and administrative purposes and responsibilities to students and others;
- that the Data Processing will take place during the period of validity of the Framework Agreement;
- that the parties may disclose the Personal Data to other bodies outside of the party/University in order to fulfil its aforementioned responsibilities and purposes.

A party is not allowed to transfer their Personal Data outside the European Economic Area without the prior consent of the other party;

In case data processing is outsourced to a third party by a party or both parties, a separate Data Processing Agreement will be signed between a party/the parties and the relevant third party.

The students from both parties have a right to access and rectify their data, as well as a right to the deletion and the limitation of the processing of their data. They can exercise their rights by contacting the Data Protection Officer of their home universities.

ARTICLE VI - AVAILABLE RESOURCES

When approved by both institutions, the programs are presented to the national authorities and organizations of the two countries likely both to incorporate some of the foreseen activities into their cultural or scientific programs and to accept financial responsibility for them or to subsidize them, notably through the attribution of grants, funding for conferences, study missions, information, research or teaching.

ARTICLE VII- CONFIDENTIALITY, PUBLICATION, AND INTELLECTUAL PROPERTY

Each university agrees to keep confidential any scientific and technical information belonging to the other university and all other information of any nature pertaining to the other university, which could have been divulged during the negotiations prior to the signing of this agreement or during its implementation.

Only after it has received the written agreement of the other university, will each university publish or communicate to a third party all or parts of said confidential information.

Any common scientific publication pertaining to this research program will be done with the consent of the parties and will mention the participation of each of the parties.

Each party will retain the ownership of the intellectual property rights, patented or not, to any contents that it owned prior to the signature of the specific contracts or which resulted from research undertaken outside the cooperation as defined in the present agreement.

The results of the research undertaken within the present cooperation agreement are deemed to be the property of both parties proportionally to their respective contributions, both intellectually and financially, to the obtaining of the aforementioned results.

The contracting parties have joint ownership of the results obtained within the framework of the present agreement.

Each university is the owner of the results obtained as part of this cooperation. Each university agrees not to apply for a patent or for other Industrial Property claims which would include confidential information belonging to the other university without prior written authorization of said university.

In the event that results belonging to both universities may be the object of a patent application, a joint-ownership agreement will be established by the two parties prior to the filing of the patent application in order to specify, among other things, the conditions of management of their rights and obligations.

The specifications of the present article will not impede:

- The obligation of the researchers or that of the teachers of each university to provide the organization they work for with an activity report, as this communication is not a disclosure per Industrial Property law.
- The Ph.D. thesis defense or the defense of an authorization to lead the research of researchers or teachers whose activity pertains to the object of the present agreement.

ARTICLE VIII - MODIFICATIONS

Any change to this framework agreement or to its appendices must receive prior written consent of both parties and be written as an amendment, six (6) months in advance.

ARTICLE IX- PERIOD OF VALIDITY

This framework agreement of international academic cooperation takes effect on the day it is signed for a duration of five (5) years, and is renewable once by amendment.

Concerning national degrees, it is limited to the duration of authorization. In case of renewal, it is again subject to the procedures in effect in each institution.

During the period of enforcement, this framework agreement can be terminated at any time by each and any party, by registered letter with return receipt, and with a six (6) month prior notice, and without consequence to the activities already in place.

ARTICLE X - DISPUTES

In the case of difficulties in the interpretation or implementation of the present contract, the parties will endeavour to resolve the dispute by reaching an amicable agreement.

In case of persisting disagreement, the dispute will be brought before an arbitration tribunal composed of three (3) members: the first is designated by the Dean-Academics of NHCE; the second is designated by the President of UNICAEN; the third member, the President of this arbitration tribunal, is designated by the two (2) parties by mutual agreement. If the dispute continues, the parties will turn to the International Court of Arbitration of the International Chamber of Commerce.

The framework agreement is written in four (4) copies, two (2) in French and two (2) in English. The versions are identical in spirit and interpretation. In case of disputes, the English version prevails.

Signed in CAEN, the **16 JUL. 2019**

**THE PRESIDENT OF UNIVERSITE DE
CAEN NORMANDIE**



Pierre DENISE

Signed in Bangalore, India, the

**THE DEAN-ACADEMICS OF NEW
HORIZON COLLEGE OF ENGINEERING**



Dr PRASHANTH CSR



APPENDIX N°1

To the Framework Agreement of International Academic Cooperation

signed by

*Université de Caen Normandie (UNICAEN) – France
(and more specifically the ESIX engineering school of UNICAEN)
And*

New Horizon College of Engineering (NHCE) – Inde

Preamble

The French Government has the willingness to recruit and enroll by 2020, in the French higher education system, 10 000 students from India per year.

Ms Vidal, the French *Minister of Higher Education, Research and Innovation* who was in India for the inauguration of the *Indo French Center for Excellence on Electricity, Automation and Energy (IFCEEAE)* on March 12th, 2018, has reminded this objective in her speech at New Horizon College of Engineering.

In order to reinforce relations of cooperation between the two institutions, we decide to establish, by means of this memorandum of agreement, the following program:

Article 1: purpose

The present agreement aims to establish the institutional and legal framework for the Parties to organize the reception of Indian students at UNICAEN, in the *Mécatronique et Systèmes Nomades* department (ESIX MeSN), during a short-term immersion period.

The year 2019/2020 will be an experimental year with the aim to welcome, for a short stay at UNICAEN, students from NHCE as from September 2019.

The final purpose of this agreement is to develop academic and educational cooperation and incite NHCE students to integrate the following year, a university degree offered by the ESIX engineering school of UNICAEN.

Article 2: welcome

UNICAEN is committed to welcome three (3) students from NHCE from September to November of the current academic year.

Article 3: candidate selection and status

The students are preselected by NHCE to attend classes at the ESIX engineering school of UNICAEN. The education officers from UNICAEN are in charge of the final selection.

The students will integrate courses (level Licence 3/ Master 1 and Master 2) in the ESIX engineering school. They will have to carry out their administrative registration and will be exempted from registration fees. They will remain registered as regular students at their home institution.

Article 4: language of instruction

The language of instruction will be mainly in French. NHCE will take the necessary measures to ensure that the applicants take some intensive French courses before their arrival. A A2 level in French is strongly advised before arrival.

Students will be offered French supporting classes at the Carré international (Ci) of UNICAEN, during their stay in Caen. They will register online and take a French online test before arrival. They will also be required to attend the first day of training.

Tutorship or mentoring may take place if necessary.

Article 5 : organization and educational content

The students will not take any exams and will not get credits. A certificate of attendance to classes will be issued to them at the end of their stay.

Article 6: tuition fees

The financial conditions will be specified annually by the Board of Directors of the Unicaen and forwarded to NHCE by means of a financial annex (Annex N°1).

Those fees will be directly billed to NHCE by UNICAEN.

The students will be responsible for paying any additional personal costs as required by the host institution, such as the cost of personal books, course materials.

The costs of accommodation, catering and transport are paid by the students.

Article 7: responsibilities

Each party will be responsible for ensuring that the status of the students it sends to study in the partner institution is in accordance with the laws of the host country: health and welfare insurance, personal insurance, repatriation, etc. Students will be financially responsible for these expenses.

The students selected will be required to subscribe liability insurance with a repatriation clause.

Transportation costs will be paid by the students.

Article 8 : Student guidance, supervision and pedagogic support

The Director of the *Mécatronique et Systèmes Nomades* department (ESIX MeSN) is responsible for the programme.

The ESIX MeSN's team will make sure that the students receive, prior to their arrival, all the relevant information for their installation on-spot.

Article 9: Extension of stay

The two institutions agree that, for the duration of the agreement, the exchange students will not be allowed to extend their stay at the host university without official authorization of the home university and consent of the host university.

Article 10: Visa requirements

The students will be responsible for applying for a student visa for the host country.

They will have to provide proof that they have sufficient funds to sustain them for the duration of their stay.

Article 11: Program management

At the time of entering into the agreement, the parties have appointed the following contact persons:

UNICAEN	Philippe KARAMIAN Philippe.karamian@unicaen.fr
NHCE	Deepa VB deepavb@newhorizonindia.edu

These persons coordinate and organize the exchanges described in the present document. If a party changes its contact person, the other party shall be notified as soon as possible.

Article 12: Validity



The period of validity, conditions of termination or of change of terms of the partnership, and settling of legal problems are the same as in the framework agreement.

Article 13: Signatures

This appendix is written in French and in English. The two versions are considered authentic and identical in spirit and interpretation.

The signing of this appendix does not imply any financial commitment of the two parties.

Issued in four (4) original copies (two (2) in each language),

<p>In Caen, the 16 JUL. 2019 For <i>Université de Caen Normandie</i></p>  <p>Pierre DENISE President</p>	<p>In Bangalore, India, the 18/Jul/2019 For New Horizon College of Engineering</p>  <p>Dr. PRASHANTH SR Dean-Academics</p>
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<p><u>Contacts :</u></p> <p>Partnership: Pôle Développement International (PDI) Université de Caen Normandie Carré International Esplanade de la Paix CS 14032 - 14032 CAEN Cedex 5</p> <p>Tél : +33 2 31 56 52 75 ou 60 73 Fax : +33 2 31 56 60 78</p> <p>E-mail : intl.projets@unicaen.fr</p>	<p><u>Contacts:</u></p> <p>INDO-FRENCH Center of Excellence in Electricity, Automaton and Energy</p> <p>Tel: 080-66297777</p> <p>Email: deepavb@newhorizonindia.edu</p>
<p><u>Exchange education co-ordinator :</u> Nom : Philippe KARAMIAN</p> <p>Email : Philippe.karamian@unicaen.fr</p>	<p>Coordinator: Name: Deepa VB Email: deepa.vb@newhorizonindia.edu</p>

APPENDIX N°2
Memorandum of Agreement between UNICAEN and the New Horizon College of Engineering

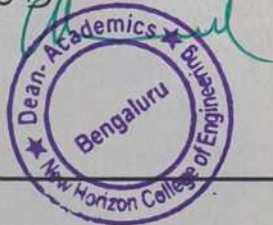
Financial annex - 2019

Details	Cost details
Tuition fees French evening courses 3x2h/week for A1/A2 levels (72hrs)	300 €/student
Student guidance and welcome (15hrs)	474,87 € amounting to 158,29€ per student
TOTAL per student	458,29 €

New Horizon College of Engineering

Date : 18/07/2019

Signature and stamp:





**ACADEMIC PARTNERSHIP
MEMORANDUM OF UNDERSTANDING "MOU"**

REF NO: SUC/MOU/SUC-NHCE/0/2023

DATE: 16-11, 2023

BETWEEN:

Skyline University College (SUC)
University City of Sharjah, Post Box: 1797, Sharjah, UAE
(Hereinafter called as **SUC** or First Party)
Represented by: Prof. Mohammad In'airat
Vice Chancellor

AND:
New Horizon College of Engineering
(Hereinafter called as **NHCE** or Second Party)
Represented by:
Dr. Manjunatha,
Principal

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made on the 09th of October 2023.

BY AND BETWEEN

- A. **Skyline University College**, (Licence NO: 516477 and Registration No: 20168) Professional License under Government of Sharjah Economic Development Department, under the address -University City of Sharjah – P.O. Box 1797, Sharjah, United Arab Emirates.
- B. **New Horizon College of Engineering**, (Registration No: (PID): 111989651) under the address - New Horizon College of Engineering, Outer Ring Road, Marathahalli, Bengaluru-560103
and

each of which is also referred to hereunder individually as the "Party" and collectively as the "Parties".


Skyline University College
University City of Sharjah –
P.O. Box 1797, Sharjah, United Arab Emirates.

SUC- NHCE



WHEREAS

Skyline University College (SUC) is a private University College (www.skylineuniversity.ac.ae) fully approved and accredited by Ministry of Education, UAE (www.caa.ae) and is offering the following:

- a. **Undergraduate Programs in School of Business;**
 - a. **Bachelor of Business Administration major in Accounting**
 - b. **Bachelor of Business Administration** with concentration in any of the following areas: (International Business, Marketing & Retail Management, Human Resource Management, Tourism and Hospitality Management, Public Administration and Innovation & Entrepreneurship)
- b. **Graduate Programs in School of Business;**
 - i. Master of Business Administration
 - ii. Master of Business Administration with focus area in Finance
- c. **Undergraduate Programs in School of Computing;**
 - a) **Undergraduate Programs:**
 - I. Bachelor of Information Technology with concentration in Enterprise Computing.

And, we are pleased to announce the new programs approved by the Ministry.

- II. **Bachelor of Science in Computer Science with concentration in any of the following areas: (Artificial Intelligence, and Software Engineering).**


Furthermore;

Second Party New Horizon College of Engineering is a private College (www.https://newhorizonindia.edu) fully authorized and accredited by the Ministry of Education AICTE , NAAC, NBA and is offering the following:

- a) Undergraduate Programs at the Faculty of Business -NIL
- b) Graduate Programs at the Faculty of Engineering
- c) Postgraduate : MBA & PhD Program at the Business Management

THE PARTIES HEREBY AGREE AS FOLLOWS:

The Parties enter into this MoU for future academic collaboration between the Parties in relation to university research and education. The MoU only contains the general principles for collaboration between the Parties.

 Skyline University College
University City of Sharjah –
P.O. Box 1797, Sharjah, United Arab Emirates.

 SUC- NHCE



THE PARTIES HEREBY AGREE AS FOLLOWS:

The Parties enter into this MoU for future academic collaboration between the Parties in relation to university research and education. The MoU only contains the general principles for collaboration between the Parties.

In order to accomplish the above goals, the parties shall pursue collaborative activities, including but not limited to:

- Best Practices and Benchmarking
- Academic Transfer and Articulation arrangement between the two Universities
- Students & Faculty Exchange Program
- Research Collaboration & Joint Research Projects and Partnering for joint efforts of Grants available for academic support
- Joint Conferences and Publication Initiatives
- Student, Staff and Researcher Mobility's
- Scientific research, lectures, conferences and publications
- Training Programmes and short courses
- Collaboration in different Centers of Excellence
- Other scope of cooperation in fields of interest to both parties

Each individual collaborative project will be planned, developed and executed by the Parties respecting the principles agreed in this MoU and be subject to a separate written agreement to be executed between those parties taking part in such project.

Each Party bears all the charges of its own related activities under this MoU, if not specified differently in further agreements.

This MoU shall be governed by and construed in accordance with the laws of both United Arab Emirates and India

The Parties tend to solve all the issues to implementation of this MoU by means of consultations.

Any amendments, alterations or additions to this MoU must be made in writing as addendum to this MoU and signed by the duly authorized representatives of the Parties.

This MoU is to be valid for a length of five (5) years. MoU shall be subject to review by both parties by the end of its last month, and may be extended, amended or terminated at that renegotiation.

Confidentiality

Skyline University College
University City of Sharjah –
P.O. Box 1797, Sharjah, United Arab Emirates.

SUC- NHCE



Any use of the names 'New Horizon College of Engineering' or 'NHCE' including any of its constituent schools, departments, Programmes or logos, relating in any way to the activities described in this MoU, shall be subject to prior written approval.

All data and information identified as being confidential are considered confidential. The receiving Party shall use diligent efforts to maintain such data and information in confidence, and use only for the purposes contemplated in this MoU.

Both Parties, shall keep strictly confidential all information and materials provided by one Party (the Disclosing Party) to the other Party, pursuant to this Agreement (the Confidential Information) and shall not provide the Confidential Information to any third party without the prior written consent of the Disclosing Party.

This Clause shall not apply to any information which:

- (a) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority;
- (b) at the time of its disclosure is or subsequently becomes public knowledge other than by breach of this Agreement; or
- (c) is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who does not owe and is not under any obligation to keep the information confidential.

The provisions of this Clause are binding and shall survive the termination of this Agreement.

Each party shall reserve the right to the intellectual property on studies, research, documents and Programmes of its own, including the right to use them in the method determined by each Party to the other party for such use and its scope. Neither Party, nor any third party, may practice such right without the written permission of the other Party.

This MoU has been executed in two (2) identical copies, one (1) for each Party.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this MoU on this 9th day of October, 2023.

For and on behalf of
New Horizon College of Engineering

Dr. Manjunatha
Principal

New Horizon College of Engineering
Ring Road, Bellandur Post, Near Marathahalli,
Bangalore - 560 103

For and on behalf of
Skyline University College

Prof. Mohammad In'airat
Vice Chancellor

Skyline University College
University City of Sharjah –
P.O. Box 1797, Sharjah, United Arab Emirates.

SUC- NHCE

MEMORANDUM OF UNDERSTANDING

BETWEEN

New Horizon College of Engineering

Bangalore, India

Represented by

Professor Binod Kumar Singh Head IIIC & CR

Dr R J Anandhi Professor & Dean Academics

AND

Polyvia Formation

France

Represented by Mr Franck STEUNOU, Chief Development Officer

Wishing to strengthen their academic and research links and cooperation agree as following.

ARTICLE 1: AREAS OF COOPERATION

The purpose of this agreement is to establish cooperative cultural, scientific and academic relationships between the two institutions and establish cooperative projects.

The parties agree to undertake good faith efforts and discussions with the goal of establishing academic and research cooperative projects that are of mutual interest

ARTICLE 2: GENERAL AREAS OF COOPERATION

Subject to the national rules regarding education, both institutions shall endeavour to develop plans which include the following areas of cooperation:

- Exchange of teaching and research staff
- Exchange of students (internships and/or training)
- Development of joint research activities
- Development of joint programmes
- Development of Corporate and Continuing Education programmes

Siège Social

125 rue Aristide Briand
92 300 Levallois-Perret
Tél. : 09 71 00 99 54
contact@polyvia-formation.fr
polyvia-formation.fr
linkedin : Polyvia Formation
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SIREN : 308 708 536

Siège Administratif

1, Bd Edmond Michelet
69 372 Lyon Cedex 08
Tél. : 09 71 00 99 54
SIRET : 308 708 536 00054

Site Alençon

Pôle Universitaire d'Alençon
Campus de Damigny
61 250 Damigny
Tél. : 09 71 00 99 56
SIRET : 308 708 536 00112

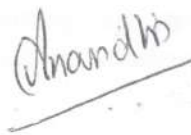
ARTICLE 3: FINANCIAL ARRANGEMENTS

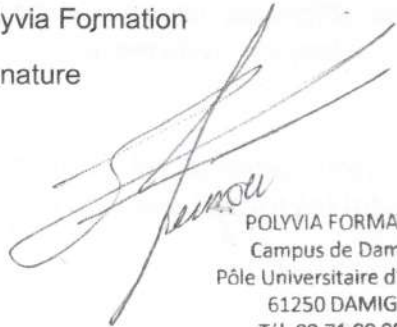
Both institutions agree that all specific financial arrangements are to be negotiated separately for each component and are dependent on mutual interest and on the availability of funds.

The partners seek, wherever possible, the allocation of resources to achieve their objectives from national, regional, European and international organizations.

ARTICLE 4: DURATION AND RENEWAL

This agreement will be effective from the date of signature for an initial period of 5 years and automatically renew annually thereafter. Either party may terminate this agreement at the end of the current year without prejudice to ongoing activities. Any amendment or modification to this agreement must be mutually agreed by both institutions.

Date 10 May 2023
For
New Horizon College of Engineering
Signature


Date 10 May 2023
For
Polyvia Formation
Signature

POLYVIA FORMATION
Campus de Damigny
Pôle Universitaire d'Alençon
61250 DAMIGNY
Tél. 09 71 00 99 54
SIRET : 308 708 536 00112

MEMORANDUM OF UNDERSTANDING (MOU)

5 mai 2023

Between

Institut National des Sciences Appliquées Rouen Normandie (INSA Rouen Normandie), Saint-Etienne du Rouvray, France.

And

New Horizon College of Engineering, Bangalore (NHCE), India

And

Campus International Normand des énergies (CEINE), France)

New Horizon College of Engineering, Bangalore India referred to as NHCE hereinafter And Campus International Normand des énergies referred to as CEINE hereinafter, and Institut National des Sciences Appliquées Rouen Normandie, hereinafter referred to as INSA Rouen Normandie, considering their common interests in promoting mutual cooperation in the areas of education and scientific research, both parties, therefore wish to formalize their partnership for collaboration and cooperation and have set forth the following Memorandum of Understanding (MOU):

Article I: Purpose

The present MOU aims to establish the institutional and legal framework for the Parties to organize academic exchanges. The purpose of this MOU is to develop academic and educational cooperation on the basis of equality and mutuality, and to promote friendship relations and mutual understanding between the people of two countries.

Article II. Scope of the Cooperation

Both Parties agree to promote and develop their cooperation by the following means:

- a. The Exchange of information and academic publications;
- b. The Exchange of academic staff and students
- c. Co-advising for thesis and dissertation of graduate students of both Parties (NHCE, CEINE and INSA Rouen Normandie)
- d. Exploring the possibility of joint cooperative research projects;
- e. Exploring the possibility of joint industrial approach and entrepreneurship program.
- f. Such other ways as may be mutually acceptable.

Article III: Conditions of Implementation

Both Parties agree to identify relevant financial support in order to develop the joint activities proposed in this MOU.

Article IV: Agreement of Implementation

1. This institutional level general MOU is designed to facilitate development of mutually beneficial programs and to promote research and educational relationships, and should not be deemed to create legal and financial obligations between Parties
2. Any specific cooperative agreement, referred to as a Memorandum of Agreement (MOA) shall include such items as:
 - A brief description of rationale and values of the initiative/program for both Parties
 - Detailed terms and conditions involved
 - Elaboration of responsibilities of each institution for the agreed upon terms
 - Schedules for specific activity
 - Budgets and sources of financing for each activity
 - Any other items deemed necessary for efficient management.

Article V: Settlement of Differences

Any differing viewpoint and interpretations of this MOU shall be settled amicably by mutual consultations and/or negotiations.

Article VI: Amendments, Duration and Termination


1. Amendments to this MOU should only be presented in written form and should enter into force after given mutual consent by both Parties.
2. This MOU shall be in effect from the date of its signing and be valid for the duration of five (5) years from that date and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.
3. This MOU may be terminated by either Party by written notice, at least, six (6) months in advance. Such notice of termination will not interfere with cooperative programs currently underway. Such programs will be allowed to continue until their conclusion.

Article VII: Administrative Supervision and Facilitation of the Partnership

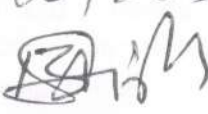
1. Under the current MOU, all initiatives between the two institutions shall be appropriately facilitated and guided by each institution's official protocol for international affairs.

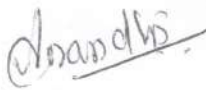
2. For administrative supervision and facilitation of this of MOU, Director of International Relations Office of INSA Rouen Normandie, (Sophie Binard, sophie.binard@insa-rouen.fr) and the Coordinator of International Relations at NHCE and CEINE will coordinate official protocols.
3. Either Party may change its own designated liaison by sending written notice to the other Party of such change.

This MOU is prepared in English and three (3) original copies of this MOU are produced. All the copies are authentic and recognized as formalized official documents. As witness of consent to this MOU, the appropriate authorities hereunto provide their signatures:

Date 05/05/2023
Signature 
Prof. Dr. Abdelkrim Boukhalfa
Director of INSA Rouen Normandie



Date 05/05/2023
Signature 
Nom représentant légal
Fonction

Date 05.05.2023
Signature 
Nom représentant légal
Fonction

Dr. R. Anandhi
Professor and Director
New Horizon College of Engineering
Ring Road, Bellandur Post
Bengaluru - 560 103