

# MEMORANDUM OF UNDERSTANDING

*Between*

**ESIGELEC – School of engineering  
Rouen - FRANCE**



*and*

The Apollo University  
The Apollo Knowledge City  
Murukambattu, Saketa  
CHITTOOR 517127  
Andhra Pradesh State, India



**Memorandum of Understanding  
(hereinafter referred to as the "MoU")**

*Between*

**ESIGELEC – School of Engineering**  
Technopôle du Madrillet  
Avenue Galilée  
76800 Saint-Etienne du Rouvray  
FRANCE

hereinafter referred to as "ESIGELEC"

*and*

**The Apollo University**  
The Apollo Knowledge City  
Murukambattu, Saketa  
CHITTOOR 517127  
Andhra Pradesh, India

hereinafter referred to as "TAU"

Hereinafter collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS,**

ESIGELEC, School of Engineering founded in 1901, is French non-profit Higher Education and Research Institution providing research activities and academic programmes fully recognised by the French government. The French Ministry of Higher Education and Research awarded the EESPIG label (*Etablissement d'Enseignement Supérieur Privé d'Intérêt Général*) to ESIGELEC to recognize its involvement for the general interest. The school is accredited by the *Commission des Titres d'Ingénieur* and is authorised to award the French *Diplôme d'ingénieur* equivalent to a Master's degree on international standards. The Ministry of Higher Education and Research also accredited and authorised ESIGELEC to award the French National Master's degree in Sciences and Technology. ESIGELEC also offers MSc-master of science degree programmes accredited by the *Conférence des Grandes Ecoles*, doctoral studies and short-term programmes.

ESIGELEC has a Research Institute in Embedded Electronic Systems (IRSEEM) whose technological platforms and innovation & transfer space are developed with the school's partners.

Campus France awarded the "Bienvenue en France" label to ESIGELEC to highlight its ability to accommodate international students.

**WHEREAS,**

The Apollo University, a Private University, having its principal place of operation at Murukambattu, Chittoor 517 127, India, hereinafter referred to as TAU, was established in the year 2021 under the

### Memorandum of Understanding

Apollo Hospitals Educational & Research Foundation (AHERF), with Dr Prathap C Reddy as the Chancellor.

TAU was established under Andhra Pradesh Private Universities (Establishment and Regulation) Act 2016 as per the notification by the Government of Andhra Pradesh Vide GO Ms. 64 Dated 2-11-2021.

The Gazette of The Apollo University as per the Andhra Pradesh Private Universities (Establishment & Regulation) Act, 2016 Andhra Pradesh Gazette Notification No. 608/ G593, was issued on 03-11-2021.

Currently TAU is offering undergraduate and Post Graduate programs in Technology, Management, Health Sciences, Psychology, and Social Sciences. TAU has established the following schools for offering various programs in the diverse faculties.

1. School of Health Sciences: Offers variety of programs on allied health sciences
2. School of Technology: Offers programs in niche areas of engineering such as Computer science and engineering; with Artificial Intelligence and Data Science
3. School of Social Sciences: Offers programs for capacity building in the areas of Social Welfare and Development
4. School of Management: Offers programs in emerging areas such as healthcare

**The Parties agree as follows:**

#### **ARTICLE 1: Common shared vision**

The Parties share the following common vision: promotion and enhancement of the dissemination of knowledge in order to provide society with well-trained professional engineers, and in the creation of knowledge through the academic activities of students, in order to provide society with the needed highly qualified personnel.

#### **ARTICLE 2: Contractual documents – working language**

The MoU consists of this document and its appendices, which form an integral part of it.

All communications between the Parties shall be in English and/or French.

In case of contradiction between different versions of the contractual documents, the French version shall prevail.

#### **ARTICLE 3: Duration**

- 3.1 This MoU shall be effective upon signature by the Parties for a term of one (1) year maximum, unless terminated earlier in accordance with the provisions of Article 3.3 below.
- 3.2 No later than three (3) months prior to the expiration of the term, the Parties shall agree in writing to renew the MoU for an additional one (1) year or to execute a Framework Agreement replacing this MoU. Failing any written Framework Agreement, this MoU shall terminate and shall not be renewed.



### *Memorandum of Understanding*

- 3.3 In the event of non-compliance with this MoU by a Party despite a formal notice, the other Party may terminate it by giving 3 months written notice.
- 3.4 Termination of this MoU, for whatever reason, shall not affect ongoing activities.

#### **ARTICLE 4: Commitment of the Parties**

- 4.1 The Parties commit themselves to work together in a mutually collaborative relationship to learn more about each Party and to identify cooperative activities of mutual interest, without prejudice to other relationships that each Party may wish to develop respectively.
- 4.2 The Parties agree to consider the following activities to get to know one another:
- Presentation and exchange of information between the Parties.
  - Organization of information sessions for students and staff of each Party, in order to present the Parties' training offer.
  - Participation in student recruitment days in the Parties' training courses.
  - Organization of exploratory visits, on site or online.
  - Exploring possibilities for student exchanges, faculty exchanges, joint academic projects or joint research projects.
- 4.3 If there is a common interest in student or faculty exchanges or joint academic or research projects, these will need to be the subject of a Framework Agreement accompanied by addenda agreements and are not implemented under this MoU.

#### **ARTICLE 5: Administrative services**

Each Party will appoint an overall coordinator for administrative support. 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 or faculty.

##### **For ESIGELEC:**

Ms Cecilia BRUNEL  
Deputy-Director International Relations  
Technopôle du Madrillet, avenue Galilée  
BP 10024  
76801 Saint-Etienne du Rouvray cedex  
France  
Tel : +33 2 3291 5858  
Email : [cecilia.brunel@esigelec.fr](mailto:cecilia.brunel@esigelec.fr)

##### **For The Apollo University:**

Dr. M. Potharaju  
Registrar  
The Apollo University  
The Apollo Knowledge City  
Murukambattu, Saketa  
CHITTOOR 517127, A.P., INDIA  
+91 08572 256666 (Extn. 250)  
[registrar@apollouniversity.edu.in](mailto:registrar@apollouniversity.edu.in)

#### **ARTICLE 6: Financial terms**

If applicable, financial terms relating to the collaboration activities agreed upon by the Parties will be set out in writing beforehand.

**ARTICLE 7: Liability – insurance – force majeure**

- 7.1 The Parties shall be liable to each other according to the rules of ordinary law. In this respect, each Party undertakes to compensate the other Party for any direct damage - to the exclusion of any indirect damage - that the latter may suffer in the context of the MoU, except in the event of force majeure, as defined under Article 7.3 below.
- 7.2 Each Party declares that it has taken out insurance covering its civil liability with a reputable insurance company established in its country. It further declares that it is up to date with the payment of the corresponding premiums and undertakes to maintain the said insurance cover in force for the entire duration of the MoU.
- 7.3 The obligations of the Parties shall be suspended and they shall not incur any liability if the performance of the MoU is delayed (temporary impediment) or permanently prevented due to "force majeure" occurring in France or in the country of The Apollo University or an act of God, an act of State, an act of a third party or due to causes beyond the control of the prevented Party such as social conflicts, wars, acts of terrorism, riots, embargo, closure of borders, intervention of civil or military authorities, strike, lockout or other large-scale social conflict, natural disasters such as severe storms, earthquakes, lightning, fires, explosions, cyclones, hurricanes, floods, volcanic eruptions, exceptionally severe weather conditions, health hazards, infectious diseases, pandemics, quarantine measures exceeding two days, lockdowns, vaccine shortages, disruption of the telecommunications network or power grid, transportation difficulties (exceeding the normal transportation time by 5 days) due to the circumstances listed above.

In case of risk for French nationals, ESIGELEC will comply with the precautionary measures published on the website of the French Government and the French Embassy. ESIGELEC cannot be held responsible for the measures taken in application of these recommendations. ESIGELEC will inform the other Party as soon as possible.

**ARTICLE 8: Protection of personal data**

- 8.1 The EU General Data Protection Regulation (GDPR) applies to institutions processing and holding the personal data of any person residing in the EU, regardless of the location of such institution.
- 8.2 The Parties undertake to comply with the provisions of the GDPR and to protect any personal data transmitted in the spirit of said Regulation, namely:
- Personal data must be collected only for specified, explicit and legitimate purposes;
  - Data subjects must be informed of these purposes and know the identity of the controller;
  - Personal data shall not be disclosed to third parties without the explicit consent of the data subjects;
  - Every data subject is entitled to access his or her data and to have incorrect data changed or deleted.
- 8.3 Any breach of the GDPR by a Party may be sanctioned by the court having jurisdiction or by the competent administrative authority.



**ARTICLE 9: Confidentiality – good faith – non-disparagement**

- 9.1 The Parties shall refrain from disclosing and exploiting, for any reason whatsoever, other than strictly within the scope of this MoU, whether directly or indirectly, any information that either Party may become aware of in connection with this MoU and that has been disclosed to the other Party and has been marked as confidential, for the duration of the MoU and for two years thereafter.
- 9.2 The Parties undertake to perform this MoU fairly and in good faith.
- 9.3 Each Party shall refrain from any statement, representation or information to its staff, shareholders and contacts of any kind which may disparage the other Party. In general, each Party shall refrain from damaging the image of the other Party or its brands.

**ARTICLE 10: Intellectual Property**

- 10.1 The MoU does not imply any assignment or transfer of intellectual and/or industrial property rights or any transfer of know-how between the Parties, unless otherwise expressly stipulated in accordance with the laws and regulations in force.
- 10.2 Each Party shall refrain from filing and/or registering any intellectual and/or industrial property right and/or domain name or other distinctive sign relating to any item or information that the other Party makes available to it and undertakes that its staff, agents and subcontractors are bound by the same.
- 10.3 Each Party shall refrain from using or copying on any medium any item that it has collected, in particular on the website of the other Party by any means, without the express prior authorization of the latter. In all cases, each Party undertakes to respect all intellectual and/or industrial property rights of the other Party.

**ARTICLE 11: Final provisions**

- 11.1 Each Party states that it has the legal capacity and has taken all necessary steps to enter into this MoU and to exercise its rights and perform its duties under this MoU.
- 11.2 Amendment: This MoU may be amended at any time by an endorsement agreement signed by the Parties. Such endorsement agreements, once approved by the Parties, shall become an integral part of this MoU.
- 11.3 The failure of a Party to avail itself of a right under the MoU shall not be construed as a waiver of that right and shall not preclude that Party from subsequently invoking that right.
- 11.4 Neither Party has the right to assign its rights and obligations under the MoU to any third party without the prior written consent of the other Party.
- 11.5 The Parties hereby acknowledge that documents transferred by electronic means, including but not limited to e-mail and the Internet, shall have the same binding force and effect as documents duly drawn up in writing and signed by the Parties.

Memorandum of Understanding

- 11.6 The Parties expressly represent and acknowledge that they are and shall remain, throughout the term of the MoU, two independent economic entities and that nothing in the MoU shall be construed as establishing between them a partnership, joint venture, employer/employee relationship, or principal/agent relationship. The Parties further represent and expressly acknowledge that neither of them is authorized to represent or bind the other Party, nor to incur any obligation of any kind, express or implied, on behalf of the other Party, each assuming sole risk for its own operations.
- 11.7 If any provision of the MoU is declared illegal by a final court decision, then the remaining provisions of the MoU shall remain in full force and effect so long as the original intent of the Parties can be carried out.
- 11.8 The headings and sub-headings are included in the MoU for convenience only and shall not affect the interpretation of the MoU.
- 11.9 The MoU shall be governed by and construed in accordance with French law.
- 11.10 The Parties shall take all necessary steps to settle amicably any disputes that may arise between them as a result of or in connection with the MoU. In the event of failure to do so, any dispute, challenge or claim arising out of or relating to the MoU, its performance, breach, termination or invalidity, shall be submitted exclusively to the Commercial Court of [Rouen].
- 11.11 Signature of the MoU and agreement on evidence:

The Parties wished to be able to sign remotely this MoU and agree on the validity of the MoU signed by a scanned handwritten signature.

The signature process is as follows:

- the most diligent party signs the document, scans it and sends it to the other Party;
- who in turn signs so that the signatures of both parties appear on the same electronic document;
- the last signatory sends this version to the other Party by electronic means.

The Parties agree not to challenge the admissibility, enforceability or evidence of the MoU executed in accordance with the provisions of this section.

Accordingly, the MoU so signed shall be evidence of the contents of the MoU, the identity of the signatories and their consent to the obligations and consequences in fact and in law arising from the MoU.

It is specified that the MoU thus signed cannot confer more rights or obligations on the Parties than if they had been drawn up, signed and recorded on paper.

Executed on 21.03. 2023

On behalf of ESIGELEC



Pr. Etienne CRAYE  
General Director

Date:

Stamp:



ESIGELEC Rouen France and The Apollo University, Chittoor 517127, Andhra Pradesh State, India

On behalf of The Apollo University



Pr. Dr. H. Vinod Bhat  
Vice Chancellor

Date: 21.03.2023

Stamp:





**APPENDIX 1 IDENTIFICATION SHEET**  
**ESIGELEC**  
**2023/2024**

<b>ESIGELEC</b>	
Full legal name	ESIGELEC
English name	ESIGELEC, School of Engineering
Erasmus Code (when relevant)	F ROUEN07
Name of legal representatives	Pr Etienne CRAYE, General Director
Full address of University/institution	Technopôle du Madrillet Avenue Galilée 76800 Saint-Etienne du Rouvray FRANCE
Telephone (including country code)	+33 (0)2 3291 5858
University/institution email	<a href="mailto:esigelec@esigelec.fr">esigelec@esigelec.fr</a>
University/institution website	<a href="http://www.esigelec.fr">www.esigelec.fr</a> ; <a href="https://en.esigelec.fr/">https://en.esigelec.fr/</a>

<b>Academic Affairs and International relations</b>	
Name and address of international office	ESIGELEC - International Relations Office Technopôle du Madrillet Avenue Galilée 76800 Saint-Etienne du Rouvray FRANCE
Telephone (including country code)	+33 (0)2 3291 5858
International office email	<a href="mailto:international@esigelec.fr">international@esigelec.fr</a>
International office website	<a href="https://en.esigelec.fr/">https://en.esigelec.fr/</a>
Head of Academic Affairs and International Relations Name, position, email	<b>Mr Cyril MARTEAUX</b> Director of Academic Affairs and International Relations <a href="mailto:cyril.marteaux@esigelec.fr">cyril.marteaux@esigelec.fr</a>
International relations office Name, position, email	<b>Ms Cecilia BRUNEL</b> Deputy-Director of International Relations <a href="mailto:cecilia.brunel@esigelec.fr">cecilia.brunel@esigelec.fr</a>

*The information in this document is subject to periodic review and / or modification*



APPENDIX 2 IDENTIFICATION FORM

THE APOLLO UNIVERSITY 2023-2024

<b>University/institution</b>	
<b>Name of University/institution</b>	The Apollo University,
<b>English name (when relevant)</b>	The Apollo University
<b>Abbreviation (if any)</b>	TAU
<b>Erasmus Code (when relevant)</b>	
<b>Name of legal representative</b>	Dr. H. Vinod Bhat
<b>Full address of University/institution</b>	The Apollo University, Apollo Knowledge City, Murukambattu, Saketa, CHITTOOR 517127, Andhra Pradesh State, INDIA
<b>Telephone (including country code)</b>	+91 08572 256666 (Extn. 251)
<b>Fax (including country code)</b>	+91 08572 245855
<b>University/ institution e-mail</b>	<a href="mailto:vc@apollouniversity.edu.in">vc@apollouniversity.edu.in</a>
<b>University/ institution website</b>	<a href="http://www.apollouniversity.edu.in">www.apollouniversity.edu.in</a>

<b>International office</b>	
<b>Name and full address of international office</b>	
<b>Telephone (including country code)</b>	
<b>Fax (including country code)</b>	
<b>International office e-mail</b>	
<b>International office website</b>	
<b>Head of office</b>	
<b>Name</b>	
<b>Function</b>	
<b>E-mail</b>	
<b>Overall coordinator of the bilateral agreement</b>	

***Memorandum of Understanding***

<b>between ESIGELEC and your University</b> Name Function E-mail	Dr. H. Vinod Bhat Vice Chancellor vinodbhat@apollouniversity.edu.in
<b>Other contact persons :</b> Names Functions E-mails	Prof. M. Potharaju Registrar, The Apollo University <a href="mailto:registrar@apollouniversity.edu.in">registrar@apollouniversity.edu.in</a>

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