

MEMORANDUM OF UNDERSTANDING



Indo-European Education Foundation
A Bridge between India, Poland and EU

Between

Yashaswi Education Society's
International Institute of Management Science (YES's IIMS),
Chinchwad, Pune, Maharashtra, India.

And

Indo-European Education Foundation (IEEF), Warsaw, Poland

Signed on ...31/01/2022.....

Place: ...Warsaw.....

2022

Between:

Yashaswi Education Society's International Institute of Management Science

With office in S.No. 16/9, 1/A, Chinchwad - Akurdi Link Rd,

Opposite Elpro International, New SKF Colony,

Chinchwad, Pune, Maharashtra , India 411033.

Represented by:

Mr. Vishwesh Kulkarni

Chairman,

Yashaswi Education Society's

International Institute of Management Science.

Chinchwad, Pune, Maharashtra, India.

Herein after referred to as **"Partner Institute"**

and

Indo-European Education Foundation (IEEF)

With office in Warsaw, ul. Przystanie 21A/204,

03-133, Warsaw, Poland

Represented by:

President,

Indo-European Education Foundation,

Warsaw, Poland

Herein after referred to as **"Foundation"**

Preamble

The parties set out below the state of their negotiations to date and their provisional agreements. They do not constitute an obligation to conclude a contract. Rather, the parties have the right to refrain from further negotiations at any time until the corresponding contract has been signed, without giving reasons. The contract to be concluded later shall have the following essential content:

§1.

Scope of Agreement

Partnership for implementation of new project 'Educational Research Cooperation with Poland, India and EU (ERCPIEU)' with **Indo-European Education Foundation (IEEF)**, herein after referred to as "Project".

This Memorandum of Understanding outlines the wish of Indo-European Education Foundation (IEEF), and Yashaswi Education Society's International Institute of Management Science (YES's IIMS), to implement the "project" and establish long-term academic cooperation envisaged in the following areas:

- 1. Academic Cooperation**
- 2. Non-Academic Cooperation**
- 3. Corporate / MNCs Cooperation**

The implementation of this understanding is contingent upon full satisfaction of the requirements and expectations of the appropriate faculty governance; upon the approval of the proposal by the executive officers of both institutions, and where appropriate by the institution's Board of Trustees.

Any suggestions for changes in the substance or scope of this Memorandum of Understanding (MOU) should be presented, in writing, by the signatories making the proposal at least 6 (six) months prior to the end of the academic year in progress.

§2.

Legal and Financial Status of Memorandum of Understanding

1. This Memorandum is not a contract to create financial obligation to the Partner Institute. This Memorandum is designed solely to facilitate the development of mutually beneficial and collaborative initiatives.
2. Notwithstanding any other provisions of this Memorandum of Understanding or any agreement concluded in pursuance thereof, no agency is created between the parties.
3. Parties using their existing resources to implement this Memorandum of Understanding.
4. Partner Institute and Foundation may refer to this program in their catalogs and other appropriate publication materials. This consent may be revoked by the parties at any time without giving reasons with effect for the future.
5. This Memorandum of Understanding is to be in effect with immediately after signatures of both the parties and shall terminate upon the signature of the agreement based on it or upon the termination of negotiations relating to the notified agreement. The envisaged agreement shall also enter into force upon its signature.

6. This MOU doesn't cover any membership fee.
7. To access full support from the Foundation, Partner Institute must sign specific Annex devoted to the separate projects.

§3.

Areas of Cooperation

1. Academic Co-operation

- **Joint Research Studies, Conferences and Projects:** to the end of enhancing global competitiveness and of accelerating the knowledge-based economy, the two partners aspire to agree to cooperate in the organisation of timely joint forums, conferences, seminars, research studies, workshops, joint projects, joint publications, training programs for students, scholars and corporates, etc., in the broad area of economic development. These symposia will aim to bring together selected individuals and scholars representing the industrial, commercial, government and academic scholars, *inter alias*, to the end of identifying and promoting initiatives leading to improved socio-economic well being of our changing global society and to develop students and scholars experiences.
- **Student Exchanges**
 - Foundation will provide a list of recommended European (EU), Non-European, and specifically Polish Universities, where Exchange programs can take place in the interest of both the universities.
 - Each institution will be responsible to verify the necessary skills and qualifications/abilities of students to join exchange programs.
 - For the enrolment - students must contact the *official's of exchange program advisors* at each institution and follow the established application guidelines, policies, and procedures required for all participants. The home institution will verify that the selected students meet the criteria for the study abroad program. Students will complete all application's procedure at the study abroad institution through foundation only. Partner Universities are obliged to follow all guidelines given by Foundation.
 - No tuition fees will be exchanged between institutions.
 - All housing costs, book expenses, and other costs will be paid out of pocket by students at the site where they study.
 - Students participating in this program will remain registered at their own institution during their period of attendance in the study abroad program. During this time students will also have all the rights and privileges of regular students at their home institution and will be subject to the home institution's regulations and policies. Students will also have the rights and privileges of regular students at the partner institution and will be subject to the regulations and policies of the partner institution.
 - An exchange may take place for minimum 5 days to maximum 180 days during any academic

year.

- Both partners will make proposals and settle transcripts for each student participating under the Exchange program. Each Partner Institute will sign a separate MOU / Annex for this proposed program through the Indo-European Education Foundation.
- Individual exchanged programs can be only initiated with the interest of students and availability of places.
- Short visit or short mobility programs may take place with the interest of a group of students - willing to visit Germany, Poland, and EU member states for a short time (minimum 10 days), to explore Europe and gain academic and cultural experiences. It'll be based on self-financed modes.

• **Faculty Exchange**

Both institutions aspire to agree on the following forms of cooperation:

- Foundation will provide selective experts / scholars from Indian / Polish / European universities for short visits to the Partner Institute for minimum 2 days to maximum 90 days, where proposed topic / syllabus must be covered either under specific programs or external programs running by the Partner Institute.
- Mutual invitations for up to 3 months duration for any appropriate faculty member-to teach, to present lectures, to conduct seminars, symposiums, and conferences, and to share experiences with colleagues at the partner institution.
- Exchange of information and scholarships in the field of interest to both the partners for the period of research or training in designated fields of cooperation.
- Compensation may be provided for teaching a class as appropriate based on the host university's regulations and agreed between the parties on a case-by-case basis.

2. Non-academic Cooperation

• **Direct Students Admission to the Partner Institute (DSAPU)**

- To bring more effectiveness for long-term cooperation and faculty exchange programs: Foundation will be selecting students from Partner Institute to IEEF's partners for EU/Non-EU members through CET organised by the foundation at various degree programs-Bachelor, Master, and PhDs.
- Students are obliged to pay full tuition fee to the host Partner Institute through the foundation only.
- Partner Institute will receive a maximum 20 students for each faculty / department for every semester through direct admission under CET-India umbrella launched by Foundation (IEEF). There is no minimum number of students to be enrolled for each semester by the Partner Institute. The



Foundation has been informed that the Partner Institute has to check the existence and the proof of the university entrance qualification in each individual case and that students can only be admitted if they fulfil the admission requirements of the Partner Institute in accordance with the study and examination regulations of the Partner Institute.

- **Collaborations with EU/Non-EU Universities**

- Foundation will provide a list of European and Non-European universities to establish academic collaborations between them and Partner Institute.
- Provide full support to enter in new cooperation with Indian/Polish/EU's Partner Universities towards implementations of dual certificate/degree programs with Partner Institute.
- Provide academic staff to teach at regular Partner Institute under running programs for foreign students supported by Partner Institute, Pune, India.
- Commenting to the media about various issues related to YES'S IIMS Pune, India, and Poland (interviews, articles).
- Organizing international conferences to bring together scholars and businesses from India to Poland and Poland to India; or to support Partner Institute to achieve their interest in the EU/NON-EU market.

3. Corporate/ MNCs Co-operation

This program is to establish a new relationship between academia and Industries. Under Corporate Program Partner Institute will be able to access - internships and campus jobs for their students, scholarships supported by MNCs, and training programs for students and scholars.

- **Student's Visit to Poland (EU) under Internship Programs**

- Both Partner Institute and Foundation have been agreed to aspire that every academic year students from India can continue their internship programs under guide line of Foundation (IEEF) to well-known Polish/German /Global Companies in EU. Internship will take place during academic breaks / holidays - either in winter or summer breaks-as preferred by Institutions.
- Internship programs can be fully sponsored by Companies or Partner Institute or, it can be self-funded by participants.
- Under this program students will be able to continue their internships with well known Indian / German / Polish companies in the interest of his/her study areas e.g. Bachelor, Master (Business, energy, environment, IT, diplomats, management, outsourcing, etc).
- This program can be organised for minimum 5 days to maximum 90days, where students are supposed to receive corporate experiences in different academic and cultural environments, which will be helpful for them to become future prospective employees for the same company.
- Bring MNCs to the Partner Institute for Placements, where students directly can be interviewed by the

company representative's and get selected for his/her future jobs. Campus selections can take place only for the final year students studying at Partner Institute.

§4.

Mutual Liaison Offices

- Partner Institute should establish a Centre/office dedicated to enforce this MOU.
- Both Parties aspire to establish mutual Liaison Offices to effectively manage all the mentioned cooperation activities in the home institution.
- Both Parties aspire to offer the effective management and integrant assist to the mutual Liaison Offices.
- This item should be set down the detail agreement item and be carried out after getting the permission from the educational law in Poland and India.

§5.

Term of MOU Execution

MOU shall come into force on the day of its signature and shall terminate upon the signature of the agreement based on it or upon the termination of negotiations relating to the notified agreement. The envisaged agreement shall also enter into force upon its signature.

§6.

Termination of Agreement

Either institution may terminate this Memorandum at any time. In so doing, the duty authorised representative of the Institution initiating such action shall give written notice to the other party at least six (6) months prior to the end of the academic year then in progress, unless the parties mutually agree upon an earlier termination date.

§7.

Non-disclosure

- (1) The parties undertake to maintain secrecy about all facts and operational information that become known within the scope of this agreement, regardless of whether it concerns the parties themselves or their business relations.
- (2) The parties are exclusively authorised to process personal data entrusted to them within the scope of the purpose of the cooperation.
- (3) The parties undertake not to exploit, disclose, make accessible or use in any other way the information notified to them and made available to them without the corresponding consent.



Consent must be given in the form of a written authorisation.

- (4) At the request of the other party at any time and without being requested to do so, and upon termination of the agreement, the parties shall return all documents, objects and data carriers in their possession relating to the parties or the affiliated companies, in particular all notes, reports, memorandums, records, files, drawings, protocols and other similar documents (as well as copies or other reproductions thereof). This also includes data and data carriers which are in the power of use and disposal of the contracting parties. The place of release is Warsaw, Poland. Rights of retention are excluded.

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Final Provisions

1. No oral agreements were made in addition to this letter of intent. Changes and additions can be made at any time by mutual agreement and must be made in writing. This also applies to the cancellation of the written form requirement.
2. The following Annexes become an integral part of this Memorandum of Understanding, if it'll be initiated with membership fee for the purpose to access Erasmus Mobility funds and other specified services or support from the foundation

Annex¹-1 **Projects Dedicated with EU partnership Extension with Erasmus Fundings.**

3. This Agreement was drawn up in two identical copies in English language, one for each of the Parties.
4. Indian law shall apply to all claims arising from and in connection with this declaration of intent. In the event of disputes, the parties shall endeavor to reach an amicable settlement.
5. The place of jurisdiction for all disputes arising from or in connection with this declaration of intent is Pune, Maharashtra, India.

¹ Annex1 is a matter of acceptance from the Partner Institute for accessing funds and Erasmus Support from IEEF. And it has to be renewed every year with a membership fee. is 3000 Euro. It'll be signed separately dedicated with specific services which will allow partner universities to be the part of Erasmus Mobility with IEEF Partner University in Poland. Partner University will be receiving funds for mobilities of students and faculty members to the European Union Member States.



§9.

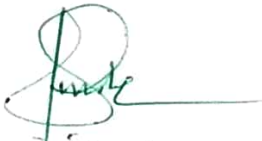
Severability clause

Should a provision of this declaration of intent be or become invalid or unenforceable, the validity of the remaining provisions of the declaration shall not be affected. The parties are obliged to cooperate and to replace an invalid or unenforceable provision by a valid or enforceable provision which comes as close as possible to the economic result of the invalid or unenforceable provision. This shall also apply analogously to any gap in the provisions.

Signatures:

On behalf of Partner Institute

International Institute of Management Science
Chinchwad, Pune, Maharashtra, India. 411033.



Dr. Shivaji Mundhe
Director
International Institute of Management Science
Chinchwad, Pune - 411 033



On behalf of Partner Foundation

PRESIDENT

Dr Pradeep Kumar



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