

AGREEMENT OF PARTNERSHIP

Between

**NEW HORIZON COLLEGE OF ENGINEERING
(NHCE)**

And

**LE CAMPUS DES METIERS ET DES QUALIFICATIONS
D'EXCELLENCE INTERNATIONAL NORMAND DES
ÉNERGIES
(CEINE)**

This AGREEMENT OF PARTNERSHIP (hereinafter referred to as "Agreement") is made and committed on the 23rd of June, 2021.

BETWEEN

NEW HORIZON COLLEGE OF ENGINEERING, hereinafter referred to as «NHCE», located at Outer Ring Road, Near Marathalli, Bellandur Main Road, Bengaluru, Karnataka 560103 BANGALORE (INDIA), represented by Dr. Manjunatha Basavannappa Chalageri, Principal, of the one hand,

AND

THE CAMPUS DES METIERS ET DES QUALIFICATIONS D'EXCELLENCE INTERNATIONALE NORMAND DES ENERGIES, hereinafter referred to as «CEINE», located at Rectorat 2, 1 rue du docteur Fleury, 76130 MONT-SAINT-AIGNAN (FRANCE), represented by M. Bernard Tardieu, President, of the other hand.

NHCE and CEINE shall be collectively referred to as "The Entities" and individually as "Entity".

PREAMBLE :

A. 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.

B. CEINE is a network of partners (high schools, higher education institutions, companies and other public or private institutions) of the Academy of Normandy, having the common will to develop vocational and technological trainings and academic-industry partnerships in the energy field for technicians, advanced technicians and engineers.

The Entities report having faculties to sign the present agreement and :

- **REFERRING** to the joint declaration of the 6th of December, 2010 between the French Republic Government and the Indian Republic Government,
- **AWARE** of the importance that represents the development of the relations of cooperation in education and higher education for the training of technicians and engineers in the field of energy,
- **INTERESTED** in reinforcing the ties of friendship and cooperation between India and France,
- **WISHING** to promote the interchange of experiences and the exchange of expertise between both countries,

HAVE AGREED to conclude the following partnership agreement (hereinafter referred to as "Agreement").

OBJECTIVES :

The Entities agree with each other that the objectives (hereinafter referred to as "the objectives") of this Agreement are as follows :

- (a) To explore a mutual program for cooperation which will benefit for **The Entities** in human capital development,
- (b) Conduct a cooperation, as a lever for change in the improvement of the quality of training, in the fields of education, technological and vocational training, and skills development, for the benefit of actors of these domains, for NHCE, on its faculties, network of companies partners and the Indo-French Centre Of Excellence on Electricity, Automation and Energy – Schneider Electric located in its premises and for CEINE, on its network of training institutions, network of companies and other French Campuses of Qualifications and Job-roles « Campus des Métiers » acting in the energy field.

To achieve **THE OBJECTIVES**, **The Entities** hereby agree and declare as follows :

1. **The Entities** will endeavour to undertake the following activities :

- 1.1. Collaboration and assistance to develop educational cooperation in the field of energy and energy efficiency,
- 1.2. Collaboration for the development of training programs,
- 1.3. Development of training programs for teachers and trainers of vocational and technological education,
- 1.4. Collaboration in the implementation of new pedagogical strategies and teaching methods,
- 1.5. Collaboration and assistance in the implementation of equipment or materials,
- 1.6. Exchanges of guidance and technical know-how,
- 1.7. Achievement of mobility for teachers and students involving, to the extent possible, a social dimension by supporting public from disadvantaged backgrounds.

2. **The Entities** shall consult for any request of each Entity regarding the terms of the Agreement and shall endeavour commonly, in a spirit of cooperation and mutual trust, to resolve any difficulties or misunderstandings. **The Entities** shall ensure that activities considered in the Agreement or in its accomplishment comply with applicable agreements, especially in Indian and French laws.

3. The Agreement shall take effect on the date of signature and shall be valid for a period of three (3) years unless the application of the 5th clause of this Agreement.

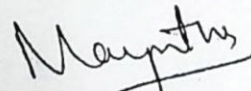
4. The **Agreement** may be renewed at the request of each **Entity** giving written notice to the other **Entity** within three (3) months before the end of the term of this **Agreement**.
 5. The provisions of the **Agreement** may be amended by mutual consent of **The Entities** and may be terminated by either **Entity** by writing at least three (3) months prior to the other **Entity**.
 6. The **Entities** agree that, at any time, they will hold confidential and not disclose to third parties any confidential information acquired or discovered by either **Entity** in the context of the implementation of this **Agreement** except with the prior written consent of each **Entity**.
 7. Nothing in this **Agreement** shall prevent **The Entities** to enter into contracts with third parties on a similar basis as regards the subject of this **Agreement**.
 8. Neither **Entity** is an agent or a representative of the other **Entity**. None of **The Entities** has the right, power or authority to enter into a contract, commitment or agreement for or on behalf of the other **Entity**, or incur any obligation or liability for the other **Entity** or to link the other **Entity** in other way. This **Agreement** shall not be interpreted or understood as constituting an association, agency, joint-venture or trust between **The Entities** or impose any liability to such a relationship to one of both **Entity**.
 9. Any disputes that may arise from the interpretation of the implementation of this **Agreement** shall be settled amicably through negotiations or consultations with a mutual understanding and goodwill between **The Entities**.
 10. **The Entities** here by acknowledge that this **Agreement** is not intended to be comprehensive or complete nor legally bind **The Entities**.
 11. **The Entities** will establish a common annexure in order to precise and clarify the specific objectives, the indicators and a provisional schedule upstream of each mobility action.
 12. Each of **The Entities** will have the responsibility to designate a referent in charge of the implementation of the terms of this **Agreement**. Once a year, **The Entities** will jointly write a report which could identify areas for improvement, if necessary.
- In witness whereof, **The Entities** signed two (2) copies of this **Agreement**, written in English and French, then four (4) documents in their respective names on the 23rd of June, 2021.

FOR CAMPUS DES METIERS ET DES
QUALIFICATIONS CEINE

M. Bernard Tardieu

President

FOR NEW HORIZON COLLEGE OF
ENGINEERING



Dr. Manjunatha Basavannappa, Chalageri

Principal

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