



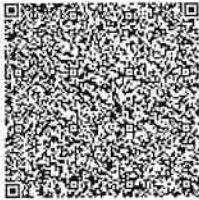
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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Unique Doc. Reference : SUBIN-DL80120354683472806286T  
Purchased by : FRENCH INSTITUTE IN INDIA  
Description of Document : Article 58 Memorandum of Settlement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UNIVERSITY OF MUMBAI MAHARASHTRA  
Second Party : FRENCH INSTITUTE IN INDIA  
Stamp Duty Paid By : FRENCH INSTITUTE IN INDIA  
Stamp Duty Amount(Rs.) : 500  
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27 SEP 2021

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2. The onus of checking the legitimacy is on the users of the certificate.
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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered on this 4<sup>th</sup> day of October, 2021

### **Between**

The University of Mumbai, a public state university under the Government of Maharashtra, located in the city of Mumbai having its office at M.G. Road, Fort Mumbai - 400 032, represented by The Registrar (hereinafter referred to as « First Party » or « The University » which expression shall unless it is repugnant to the extent mean and include his legal representative, executors, administrators and assigns.

And

The French Institute in India, Embassy of France hitherto referred to as IFI (Institut Français Inde), represented by its Director, Mr. Emmanuel Lebrun-Damiens having its office at 2, Dr APJ Abdul Kalam Rd New Delhi – 110011, which expression shall unless it is repugnant to the extent mean and include his legal representative, executors, administrators and assigns.

Hereinafter collectively referred to as Parties and individually referred to as Party.

### **PREAMBLE**

The University of Mumbai and the French Institute of India, Embassy of France in India, are both institutions committed to higher learning, development, cultural interaction and know-how.

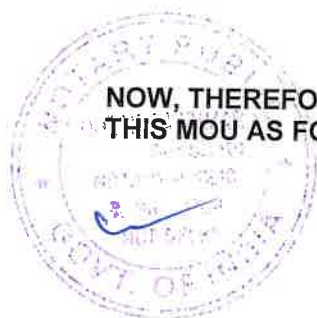
French is the first foreign language learnt and widely taught in India. Training of the teaching corps of French language in keeping with the latest research and modern techniques of language teaching is an important thrust area for the Embassy of France in India. This MOU hopes to formalize and strengthen the Centre for Faculty Development in French which was inaugurated on November 29th 2019 by the Honorable Vice Chancellor, Prof. Dr. Suhas Pednekar. It is the **first and only such independent Centre for Faculty Development in French in India supported by the Embassy of France in India**. The Embassy is proud and happy to collaborate with the University of Mumbai on this special initiative.

### **OBJECTIVES**

The Centre for Faculty Development in French (CFDF) outlines the following objectives

- i. To enhance professionalism of pre-service and in-service teachers of French in India.
- ii. To provide a platform with adequate resources to improve the teaching corps qualitatively.
- iii. To foster research interests in pedagogy of foreign languages.
- iv. To stimulate exchange of know-how with international partners.
- v. To generate output in terms of teaching/learning resource creation and academic publications.

**NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES TO SIGN THIS MOU AS FOLLOWS:**



## **1. VALIDITY OF THE MoU AND ITS EXTENSION**

This MoU comes into effect from the date of its signing and will remain in force for five years. Its validity can be extended by mutual agreement in writing between the two Parties.

## **2. FORMALISING THE CENTRE & DIRECTOR OF THE CENTRE**

### **i. Formalising the Centre de Formation FLE or Centre for Faculty Development in French, hitherto referred to as CFDF.**

The CFDF was inaugurated by the Hon'ble Vice Chancellor, Prof.Dr.SuhasPednekar in November 2019 during the French Teachers Training workshop at the University of Mumbai, Kalina Campus organized in collaboration with the IFI and the University of Franche-Comté, France.

ii.Dr.VasumathiBadrinathan (Asst. Professor & Former HOD, Department of French, University of Mumbai), specialized in didactics of languages and cultures, faculty training and development, is appointed Director, Centre for Faculty Development in French (CFDF) for a duration of five years. She will work closely with the IFI in conceptualizing and organizing the activities of the CFDF.

## **3. ROLES AND RESPONSIBILITIES OF UNIVERSITY OF MUMBAI**

i. The University of Mumbai will provide space (office room, auditorium, seminar halls, etc.) as per requirement and when events/activities are conducted.

ii. The University of Mumbai will cooperate in organizing academic, cultural events, study programmes under the above-mentioned Centre.

iii. The University of Mumbai will extend a complementary short stay facility (max. fifteen days) to visiting guests under the programmes arranged by the CFDF and IFI.

## **4. ROLES AND RESPONSIBILITIES OF THE FRENCH INSTITUTE IN INDIA (IFI)**

i. The IFI will provide help with technical expertise and experts/resource persons from France for organizing events and programmes as per requirements during the course of the development of the CFDF.

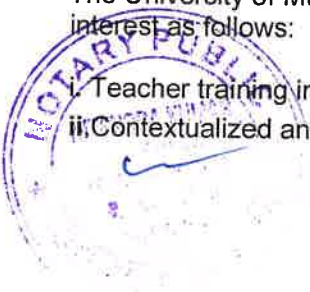
ii. The IFI will help, coordinate and facilitate collaboration with French academic institutions for the activities of CFDF.

iii. The IFI will collaborate on creating joint certification of training programmes with French institutions.

## **5. DELIVERABLES**

The University of Mumbai and IFI desire to work together and develop common areas of mutual interest as follows:

- i. Teacher training initiatives in collaboration with international partners
- ii. Contextualized and localized teacher training modules



- iii. Seminars, colloquia, symposia, conferences
- iv. Talks by experts from France, India & other countries
- v. Academic events towards professionalizing the teaching corps
- vi. Publications specifically aimed at foreign language teaching/learning, pedagogy/techniques
- vii. Translation of Indian and French works from and into Indian languages and French.
- viii. Conceptualizing and creating teaching/learning regular and online resources and tool kits
- ix. Sensitizing policy makers and institutional heads on foreign language teaching methodology and its specificities

## 6. FINANCIAL IMPLICATIONS

It is agreed between the Parties that in undertaking the obligations or provisions of this Memorandum of Understanding that the Parties shall bear their respective costs of carrying out the collaborative activities envisaged under this understanding. Neither party shall make a claim against the other party for any expenditure, unless such expenditure has been agreed upon in writing between the Parties.

## 7. COORDINATION AND PERIODIC MONITORING

A standing collaborative committee (SCC) is constituted with the Director, Centre for Faculty Development in French and the representative of the French Institute in India as to ensure implementation and periodic monitoring of this MOU. The SCC will meet as per requirement and will be jointly chaired by the Pro Vice Chancellor, University of Mumbai or his nominee and the Director, of the French Institute in India or his nominee.

## 8. CONFIDENTIALITY

Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.

Both Parties shall hold, in strict confidence, any and all information (including but not limited to any personal information, students' information, intellectual property rights, etc.) made available or known to it in pursuance of this MoU regardless of the form thereof (including documents, magnetic tapes, electronic data, and whether or not being indicated as confidential), and shall not reveal or share such confidential information to any other third parties or disclose the confidential information without prior written consent of the disclosing Party, except for such information (excluding any personal information) which falls under any of the following items:

- i. information which has already entered into the public domain before the disclosure thereof;
- ii. information which enters into the public domain after the disclosure through no fault of either Party hereunder;

## 9. INDEMNITY

Both Parties agree and undertake to indemnify, defend and hold harmless the other Party against all losses, liabilities, claims and damages, costs and expenses, whatsoever suffered or incurred arising out of or in connection with or as a consequence of a breach or non-performance of obligations, provisions or covenants under this Memorandum of Understanding.



## 10. INTELLECTUAL PROPERTY

- a. Both Parties agree and undertake that they shall not use any intellectual property including copyright, patents, trade secrets, rights in computer software, domain names and trademarks, logo belonging to the other Party.
- b. However, it is agreed that all intellectual property rights arising by way of joint-ownership of both the Parties will not require any prior consent (written or otherwise) of the other Party prior to its use.

## 11. NOTICES

All notices or communications under this MOU shall be in writing and signed by or on behalf of the Party giving it and are effective upon delivery to the applicable Party by letter, or electronic mail at the address indicated above.

## 12. SEVERABILITY

If any provision of this MOU is determined to be invalid or unenforceable under the Laws, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this MOU shall continue to remain in full force and effect. In such event, the Parties undertake to endeavour in good faith to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable provision which contains, as nearly as possible, the rights and obligations contained in the provision to be replaced.

## 13. WAIVER AND REMEDIES

No failure or delay by the Parties in exercising any right or remedy provided by Law under or pursuant to this MOU shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this MOU are cumulative, may be exercised as often as such party considers appropriate and are in addition to its rights and remedies under the general Laws.

## 14. GOVERNING LAW

This Memorandum of Understanding shall be governed and construed in accordance with the Laws of India.

## 15. DISPUTE RESOLUTION

The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this Memorandum of Understanding or its interpretation will be submitted for amicable resolution by the Parties. In the event that the Parties do not resolve the dispute within a maximum period of 60 (sixty) business days from the date of the initial request for a meeting between the Parties to resolve the dispute, such dispute will be submitted to the Honorable Vice-chancellor, University of Mumbai, whose decision shall be final and binding on both Parties.

## 16. AMENDMENT



Any amendment or modifications of the terms of this Memorandum of Understanding shall be valid only if executed in writing by the Parties.

#### 17. ASSIGNMENT

Neither Party shall be entitled to transfer or assign or outsource, whether in part or full, any rights and/ or obligations hereunder without the prior written consent of the other Party.

#### 18. TERMINATION

In case it is found by two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either party. Either of the Parties may terminate the MoU by giving 3 months' notice in writing to the other party. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the programme to which the students have been admitted before the date of servicing the notice of termination.

#### 19. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance impossible.

The present agreement and its supplements if any will be prepared in four originals, two in English and two in French, each version having equal validity.

IN THE WITNESS OF both parties hereto have set their hands, the date and year mentioned

For & on behalf of  
The University of Mumbai  
MG Road, Fort  
Mumbai – 400 032  
India

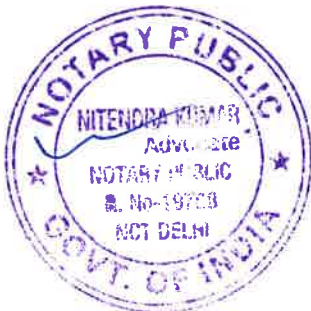
For & on behalf of  
French Institute in India  
Embassy of France in India  
New Delhi – 110011  
India

Signature  
*Mumbai, 4/10/2021*

Name: Dr. Baliram Gaikwad  
Designation : I/C Registrar  
University of Mumbai

Signature *Mumbai, 4/10/2021*

Name: Mr. Emmanuel Lebrun-Damiens  
Designation : Counsellor for Education,  
Science and Culture  
Country Director, French Institute in India



**ATTESTED**

*[Signature]*  
Notary Public  
DELHI (INDIA)

**27 SEP 2021**