



सत्यमेव जयते

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Account Reference	: IMPACC (IV)/ dl711903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71190308184630884015R
Purchased by	: Sr Dr Rosily T L rjm Principal J M C
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Sr Dr Rosily T L rjm Principal J M C
Second Party	: Dean of The American Business School of Paris
Stamp Duty Paid By	: Sr Dr Rosily T L rjm Principal J M C
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



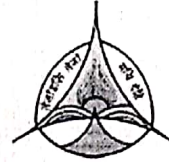
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Sr. Rosily T L rjm



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EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“AGREEMENT”) is made as of ... (the “Effective Date”), by and between:

- 1- Jesus and Mary College, University of Delhi
D1 E4 San Martin Marg, Chanakyapuri, New Delhi, 110021
represented for the purposes of this AGREEMENT by its Principal, Sr. (Dr.) Rosily T.L. rjm (hereinafter referred to as “JMC”).
- 2- **INSTITUT DE GESTION SOCIAL (IGS),**
A French nonprofit association ruled by the law of July, 1st 1901
Having its registered office 1, Rue Jacques Bingen 75017 PARIS
SIREN: 312 495 096
Acting on behalf of the **AMERICAN BUSINESS SCHOOL OF PARIS**, an American school located at 12 Rue Alexandre Parodi, 75010 Paris, France, represented for the purposes of this AGREEMENT by its CEO, Pascale Rus (hereinafter referred to as “ABSPARIS”).

WHEREAS, JMC has at the core of its mission to be committed to academic excellence, student centeredness, civic engagement, the education of the whole person, and the formation of leaders in a diverse world;

WHEREAS, ABSPARIS prides itself in its location in the nation’s capital, its cosmopolitan population, its bilingualism and, above all, its strong commitment to create a vigorous and dynamic environment within and among its faculties and disciplines; and **WHEREAS**, JMC and ABSPARIS would like to establish an exchange program for their students in Business Administration;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, JMC and ABSPARIS agree as follows:

Provision One: Above Recital

The above-stated recitals form an integral part of this AGREEMENT.

Provision Two: Term

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This AGREEMENT is valid for two years as of its Effective Date; it commences from June, 2020, and expires on 31st May, 2022.

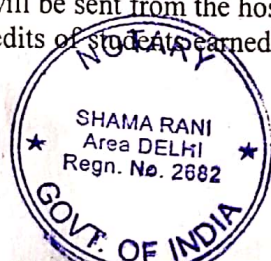


Provision Three: General Terms of Student Exchange

The following general terms shall govern the student exchange program between JMC and ABSPARIS:

1. Each institution is responsible to verify that the students it recommends to the exchange program are in good standing and have the necessary skills and abilities to do well in the exchange experience. To enroll, students must contact the official exchange program advisors at each institution and follow the established application guidelines, policies, and procedures required of all participants. The home institution will verify that the student selected meets the criteria for study abroad students of the partner institution. Students will complete all application procedures at the study abroad institution.
2. Full tuition and fees (1000 euros/student) are collected by and paid by the student to the home institution. The home institution transfers 60% (600 euros/student) of the total fees (retaining 40% with JMC) directly to ABSPARIS.
3. The transfer of the fees (60% of the total as mentioned above) should be done to ABSPARIS before the arrival of the students to Paris. The entire fees will be paid after receiving the visa documents from the students.
4. The Exchange program includes the semesters abroad, the summer Academy as well as the short term program. Durations will be notified as per the respective academic calendar.
5. The ABSPARIS will provide assistance to find space and appropriate accommodation and put the residency in direct contact with JMC to finalize the booking's procedure, at least 2 months in advance. The airport transfers to & fro along with study material will be borne by ABSPARIS.
6. 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 host institution and will be subject to the regulations and policies of said host institution. Should there be a conflict between the rights and privileges of the two institutions, the rights and privileges of the host institution will prevail.
7. ABSPARIS will ensure that adequate arrangements are made for the reception and orientation of the students of JMC.
8. Students will be registered in their courses prior to departure. Any subsequent curricular change must be approved in writing or by email by the official exchange program advisor at the home institution.
9. Both partners will send official transcripts for each student participating in this program. An official copy will be sent from the host institution to the home institution. Each partner will accept the credits of ~~100~~ earned at the other institution during their study abroad

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programs provided a passing grade is achieved. Grades at the host institution will be translated to their equivalents by the home institution.



10. Both parties will be responsible for actively promoting the exchange program and recruiting students to participate.
11. Exchange students coming for one semester shall be responsible for contracting for their own health insurance in their home country for the duration of the study abroad period.
12. For June 2020, the ABSPARIS offers a 3 weeks summer session towards a batch of 20 students from JMC, combining lectures, seminars and corporate visits for a total of 36 hours (28 hours in Paris by the faculty of ABSPARIS plus 8 hours by Indian Faculty accompanying the students), the equivalent of 3 academic credit hours. The topic is on Fashion/Luxury Marketing Brand. The fees are 1000 euros per student (600 Euros being 60% to be transferred to ABSPARIS plus 400 Euros being 40% to be retained by JMC as per the agreement) to be paid before the beginning of the session as noticed in article 3 of the current provision.
13. The French Faculty visiting India will be provided accommodation by JMC. The Indian Faculty (comprising 2 teachers) will be provided accommodation on twin sharing basis by ABSPARIS. Airport transfers of the French Faculty (To & fro) will be borne by JMC and that of the Indian Faculty visiting Paris will be borne by ABSPARIS.
14. Classes during week 1 & 2 will be held at JMC, Delhi. Classes during weeks 3-5 will be held at ABSPARIS. Week 6 classes will be scheduled at JMC, Delhi.

Provision Four: Confidentiality

Each party acknowledges that it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes contemplated in this AGREEMENT and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this AGREEMENT, "confidential information" shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

Provision Five: Professionalism

JMC and ABSPARIS shall, at all times during this AGREEMENT, execute this AGREEMENT within the highest standards of their profession. JMC and ABSPARIS shall, at all times during this AGREEMENT, comply with their corresponding applicable laws, regulations, rules and policies.

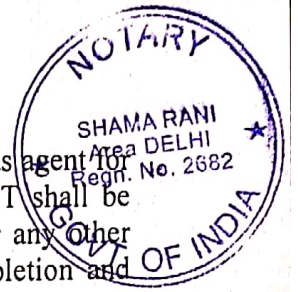
Provision Six: Indemnity

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other, its governance board, agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of its agents, employees, or any tier of its subcontractors in the performance of this AGREEMENT.

Provision Seven: No Partnership or Agency

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The parties have entered into this AGREEMENT as principals and are not acting as agent for any third party in relation to this AGREEMENT. Nothing in this AGREEMENT shall be deemed to constitute a partnership or agency relationship between the parties or any other person. Save as expressly provided in this AGREEMENT, the execution, completion and implementation of this AGREEMENT shall not confer on either party or any other person any power to bind or impose any obligations on any party.

Provision Eight: Non-Exclusivity

It is understood by each of the two parties that exclusivity vis-à-vis the other party is neither to be assumed, nor expected.

Provision Nine: Amendment

The parties may change this AGREEMENT only through a written amendment signed by both parties.

Provision Ten: Termination

Each party may terminate this AGREEMENT for convenience by giving the other three months' written notice of termination. Any students already enrolled in the student exchange program will not be affected by this termination and will be allowed to continue the courses they are already enrolled in at the host university.

Provision Eleven: Notices

All notices or official communications which may be required under this Agreement shall be given as follows:

Notice to ...

Sr. (Dr.) Rosily T.L rjm
Principal, Jesus and Mary College
D1 E4, San Martin Marg, Chanakyapuri
New Delhi- 110021
India

Copy to

Dr. Sunita Kaistha
Associate Professor, Jesus and Mary College
A1/13, Panchsheel Enclave,
New Delhi-110017
India

Dr. Rekha Dayal
Associate Professor, Jesus and Mary College
L-422, Sarita Vihar
New Delhi
India

Notice to ABSPARIS

Fady Fadel, Ph.D.
Dean of The American Business School of Paris
12, rue Alexandre Parodi
75010 Paris
France



Sr. Rosily rjm

[Handwritten signature]

Copy to
Pascale Rus, CEO
1, rue Jacques Bingen
75017 Paris
France



Provision Twelve: Severability

If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable, that provision will be fully severable, and this AGREEMENT will be construed and enforced as if the illegal, invalid, or unenforceable provision has never been a part of this AGREEMENT; the remaining provisions of this AGREEMENT will remain in full force and effect. In the place of the illegal, invalid, or unenforceable provision, a legal, valid, and enforceable provision, that is similar to the illegal, invalid, or unenforceable provision as possible, will be automatically added to this AGREEMENT.

Provision Thirteen: Disputes and Jurisdiction

Both parties agree to try to solve all possible disputes arising under this AGREEMENT amicably and in a spirit of friendship. However, in the instance where no resolution occurs, the dispute shall be referred to the head of the respective institution for a final resolution, failing which the party agree to "Stand still" till the agreement is dissolved at mutually agreed date so as not to terminate any ongoing student exchange or dual degree programs.

Provision Fourteen: Intention of Parties

The parties intend with this AGREEMENT to express their complete and final agreement.

WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed in two copies, in English, with each of the copies being equally authentic, signed by their duly authorized representatives.

For and on behalf of
**Jesus and Mary College, University of
Delhi, India**

Date: 11-06-19

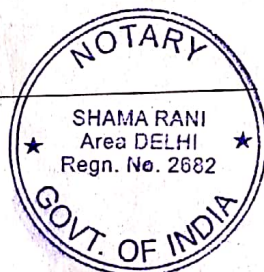
Sr. Rosily
Sr. (Dr.) Rosily T.L rjm
Principal, Jesus and Mary College

For and on behalf of
**American Business School of Paris –
IGS Organization Paris**

Date: June, 11 2019

Fady Fadel
Fady Fadel, Ph.D.
Dean of The American Business School of
Paris

Pascale Rus
Pascale Rus



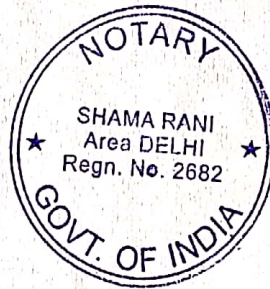
Dr. Sunita Kaistha
Associate Professor, Jesus and Mary College

CEO *Sunita - Kaistha*

Dr. Rekha Dayal
Associate Professor, Jesus and Mary College

Dr. Vibha Mathur
Associate Professor, Jesus and Mary
College.

Vibha Mathur
11-06-19



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ATTESTED
[Signature]
NOTARY PUBLIC
NEW DELHI

[Signature]

11 JUN 2019