

**PARTNERSHIP AGREEMENT BETWEEN
THE SCHOOL OF ENGINEERING AND APPLIED SCIENCE,
ASTON UNIVERSITY, BIRMINGHAM, UNITED KINGDOM
AND
ECOLE NATIONALE SUPÉRIEURE D'INFORMATIQUE POUR
L'INDUSTRIE ET L'ENTREPRISE, EVRY, FRANCE**

Section One

Aston University and Ecole Nationale Supérieure d'Informatique pour l'Industrie et l'Entreprise (ENSIIE) hereby agree to cooperate on the following activities in a partnership agreement, effective from the signature date and for the period stated below. The areas of cooperation indicated below are supported by detailed agreements which should be referred to for further information.

PART 1: PURPOSE OF COOPERATION

The Partnership is set up to further the mutual interests and to foster and develop cooperation between the two partners in accordance with their individual mission and objectives.

PART 2: STATEMENT OF INVOLVEMENT

The Partnership will include the areas indicated below:

Exchange of faculty members for teaching and research	X
Collaborative research	
Collaborative delivery of taught programme(s)	
Collaborative supervision of research students	
Validation of the partner's taught programme(s)	
Participation in seminars and academic meetings for staff	X
Short term academic programmes/study visits for students	X
Assistance with finding student work placements	
Exchange of academic materials and other information	X
Jointly offered executive development programmes	

PART 3: NOTES OF OPERATION

The Partnership will last for five years in the first instance and will be reviewed after three years. The terms of such mutual assistance and necessary budget for each programme and activity shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity.

Either party reserves the right to modify or terminate the partnership agreement. This must be done in writing nine months before the beginning of the relevant academic year.

Either party may terminate the Agreement by giving written notice of not less than one year to expire on the proposed termination date.

The terms of such mutual assistance and necessary budget for each programme and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity.

IN WITNESS THEREOF the parties representing the partners have offered their signatures:

FOR ASTON UNIVERSITY

FOR ECOLE NATIONALE SUPÉRIEURE
D'INFORMATIQUE POUR L'INDUSTRIE
ET L'ENTREPRISE

Signature:

Signature: 

Date:

Date: 

Mrs. Adèle MacKinlay
University Secretary-Registrar and Chief
Operating Officer

Mr. Ménad Sidahmed
Director
ENSIIE

Signature:

Date:

Professor Robert Berry
Executive Dean
School of Engineering and Applied Science



ensiie
école nationale supérieure d'informatique
pour l'industrie et l'entreprise
1, square de la Résistance
91025 EVRY Cedex



Section Two – Institutional Agreement

This agreement is made between

ASTON UNIVERSITY (“Aston”) whose administrative offices are at Aston Triangle, Birmingham B4 7ET, UK ; and

ECOLE NATIONALE SUPÉRIEURE D'INFORMATIQUE POUR L'INDUSTRIE ET L'ENTREPRISE (“ENSIIE”) whose administrative offices are at 1 Square de la Résistance, 91025 Evry Cedex France

Scope of the Institutional Agreement

1. This institutional agreement (the “Agreement”) sets out the arrangements for collaboration between ENSIIE and Aston.

Signatories

2. The signatory for Aston is Mrs. Adèle MacKinlay, University Secretary-Registrar and Chief Operating Officer, who has the authority to act on behalf of Aston with regard to this Agreement.
3. The signatory for ENSIIE is Mr. Ménad Sidahmed who has the authority to act on behalf of ENSIIE with regard to this Agreement.

Partnership Management

4. The Group of Mathematics, School of Engineering and Applied Science will have responsibility for the Partnership. A University Liaison Officer, as specified in Section Three, will be appointed by the Executive Dean to have oversight of the Partnership.

Students

a) Numbers and Duration

5. ENSIIE will send up to 7 full-time students each year to Aston to participate in the M.Sc. by Research, a postgraduate programme in the research area of complex systems. As the teaching language at ENSIIE is mainly French, initially no students from Aston are expected to go to study at ENSIIE for an extended period of time. However, Aston may send up to 10 students enrolled under the M.Sc. By Research for the Mathematics of Complex Systems (MaCS), affiliated to Aston University to ENSIIE for a one week study visit each year, following a programme agreed by the two institutions. Students from ENSIIE will be responsible for paying the tuition fees and be responsible for their own travel and subsistence costs for the MaCS programme in Aston while students from Aston will bear their own travel and subsistence costs, including associated tuition fees, if any, during their visits to ENSIIE.



Recruitment and enrolment

6. The cost of publicity and promotional material associated with the Partnership will be shared equally between ENSIIE and Aston. All advertisements and publicity material involving the Partnership will indicate the involvement of the two institutions and must be agreed by the person at Aston specified in **Section Three** prior to its use.
7. Both ENSIIE and Aston need to consider the admission of students with special needs to ensure that appropriate facilities are available at both institutions. Both parties must agree that they can accommodate a particular student's disability prior to that student being made an offer of a place on either the Aston University M.Sc. By Research (in the Mathematics of Complex Systems) programme_or the ENSIIE study visit.
8. Students will be selected by their home university. Each university will respect the admission requirements and enrolment constraints of the host institution. Students coming to Aston must be those with a high level of English language competence, and this must be taken into account when recommending students to study at Aston. Expected level of English language proficiency will be at par with other research students (e.g. Ph.D. students).
9. Participants will be governed by the same regulations and performance standards that pertain to other students at the host university. It is understood that quota limitation, normal timetabling and scheduling constraints apply to all students.
10. Neither ENSIIE nor Aston will be responsible for the costs of room, board, travel, visas or other personal expenses (including books). The parties acknowledge that they will require the participants to pay these costs.

Facilities and Learning Resources

11. Both partners will be responsible for providing the necessary physical and human resources (including appropriate library, equipment and laboratory provision) for the students they are hosting. ENSIIE and Aston will cover their own indirect costs arising from academic liaison, co-ordination and staff development. ENSIIE students will benefit from all e-resources that are available to regular Aston students.

Equal Opportunities

12. Both partners will be responsible for ensuring that their procedures for, and interactions with, students conform to Equal Opportunities policies.

Use of Name and Logos

13. Agreement must be obtained in advance for the use of Aston or the ENSIIE's name and/or logo by the other institution in any printed or electronic publicity and promotional material.

Data Protection

14. Both partners will ensure that all student records and personal data relating to students are processed in accordance with current Data Protection legislation and in particular, but without limitation, are held securely and confidentially. Both partners will further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the Partnership.

15. Confidentiality

15.1. Each party shall ensure that their employees maintain the Confidentiality of relevant Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.

15.2. Either party may disclose information which shall otherwise be Confidential Information if and to the extent:

15.2.1. required by law or by any relevant regulatory body;

15.2.2. disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;

15.2.3. the information has come into the public domain through no fault of that party; or

15.2.4. the other party has given prior written approval of the disclosure.

Assessment and Examination Arrangements

16. ENSIIE exchange students shall pursue the academic programme entitled MSc by Research in the Mathematics of Complex Systems. Both institutions will provide academic counselling to ensure that the study programme taken at the host institution is acceptable to the home institution.

17. Students will be governed by the same regulations and performance standards that pertain to other students at the host institution. An ENSIIE member of staff may be appointed as an Associate supervisor to an ENSIIE student

Student Welfare

18. The partner institutions will try to assist students in finding accommodation.

19. Individual students will be responsible for the necessary personal and health insurance for the time at the host institution. The host institution will assist incoming participants in identifying available health insurance options.

Term and Termination of the Institutional Agreement

20. The Agreement will be deemed to have come into effect on the date of signature. The Agreement will have effect for the period specified in **Section Three**, with a

review as specified in **Section Three** unless terminated earlier in accordance with the provisions of this Agreement.

21. Without prejudice to any other right or remedy, either Aston or the Partner may terminate this Agreement at any time by notice in writing to the other if:

21.1. the other is in material breach of this Agreement and the breach is not remedied within 30 days of the other receiving notice of it; or

21.2. the other suffers an Act of Insolvency. An Act of Insolvency shall be defined as any one or more of the following namely:

- a petition for a bankruptcy order is presented or such an order is made;
- a proposal for a voluntary arrangement or an application for an interim order is made under the Insolvency Act 1986;
- a party takes any action (including starting negotiations) with a view to readjustment, rescheduling or deferral of any part of its indebtedness;
- a party proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of its creditors;
- a party suspends or threatens to suspend making payments to all or some of its creditors;
- a party becomes subject to any type of voluntary arrangement;
- a receiver (administrative or otherwise) is appointed over all or part of a party's assets;
- the other party has reasonable grounds for believing that any of the foregoing is imminent.

22. Either party may terminate the Agreement by giving written notice of not less than one year to expire on the proposed termination date.

23. Arrangements for termination, howsoever caused, must include provision by the ENSIIE and Aston for continuing students to complete their studies and any period of notice should take account of any re-examination/re-assessment requirements that may be outstanding.

24. Termination shall not prejudice the rights of a party already accrued as at the date of termination.

25. Intellectual Property Rights

25.1. The M.Sc by Research Programme in the Mathematics of Complex Systems materials, Aston Regulations and other Aston Policies, and any Intellectual Property rights in them, whether in existence at the date of this Agreement or created during the programme of it, shall belong to Aston.

25.2. If a party ("the Notifying Party") becomes aware of any actual or potential infringement or misuse of the other party's ("the Owning Party") name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the Owning Party's materials infringe the rights of a third party, the Notifying Party shall immediately inform the Owning Party in writing. The Notifying Party shall not settle or compromise any claims arising out of any such potential infringement, misuse or allegation. The Owning Party shall, at its own cost,

have the conduct of any proceedings relating to its rights under this clause. The Notifying Party will provide the Owning Party with such reasonable assistance as the Owning Party may request in connection with any action the Owning Party takes under this clause.

- 25.3. For the purposes of this clause Intellectual Property rights means all patents, trade marks, registered designs, design rights, copyrights, database rights, know how, confidential information and other intellectual property rights whatsoever and wherever subsisting.

Notices

26. All notices under this Agreement shall be in writing and may be served upon the parties by sending the notice by post or facsimile transmission or emailed correspondence addressed to the other party at the address given above or at such other address as a party shall from time to time by notice in writing give to the other for the purpose of service of notices hereunder and every such notice shall be deemed to have been served if served by post at the expiration of 2 days after dispatch of the same or if sent by facsimile transmission at ten hours local time on the next normal business day of the recipient following dispatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner aforesaid and in the case of a facsimile transmission that it was sent to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as a day on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient thereafter.

Force Majeure

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

Signed on behalf of Aston University

Signature:

Signature:

Date:

Date:

Name: Mrs. Adèle MacKinlay
Position: University Secretary-Registrar
and Chief Operating Officer

Name: Professor Robert Berry
Position: Executive Dean
School of Engineering and
Applied Science



Signed on behalf of Ecole Nationale Supérieure d'Informatique pour l'Industrie et l'Entreprise

Signature: 



Date: *Nancy, 6th 2013*

Name: Mr. Ménad Sidahmed
Position: Director



Section Three – Partnership Summary

Duration of the agreement	5 years initially
Date of review	2015
School of study within Aston with responsibility for the Partnership	School of Engineering and Applied Science
Aston's University Liaison Officer (Programme Director) in consultation with the Research Strategy Committee will bear responsibility for the Partnership	Dr Amit K Chattopadhyay, Mathematics
ENSIIE Liaison Officer	Amélie Coince, International Relations Office
Person at Aston responsible for approving all advertisements and publicity material involving the Partnership	Dr Amit K Chattopadhyay

REG/SJD/AKFebruary2009

