

AGREEMENT OF COLLABORATION

Between

**ANSBACH UNIVERSITY OF APPLIED SCIENCES
GERMANY**

HOCHSCHULE
ANSBACH



and

**ANNA UNIVERSITY CHENNAI
INDIA**



Agreement of Collaboration

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed at Chennai on this ___ day of November, 2022

BETWEEN

ANSBACH UNIVERSITY OF APPLIED SCIENCES, an entity brought into existence on 1 May 1996 by law (GVBl. 1996, §4) of the Bavarian Ministry of State having its office at Residenzstraße 8, 91522 Ansbach, Germany, represented by its President Prof. Dr.-Ing. Sascha Mueller-Feuerstein, appointed by the Bavarian State Ministry of Science and the Arts on 15 January 2021, and pursuant to the authority conferred by article 1, chapter 2, number 3 of Bayerisches Hochschulgesetz, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE FIRST PART/ANSBACH UNIVERSITY**

and

ANNA UNIVERSITY, an entity brought into existence by an Act of the Legislature of Tamil Nadu, having its office and campus at Sardar Patel Road, Chennai - 600025, represented by the Registrar, Anna University, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART/ANNA UNIVERSITY**

- A. Whereas Ansbach University of Applied Sciences, Germany is a modern University for Applied Sciences which has already established itself as the scientific centre of the region. It is a young University founded in 1996 to promote scientific education in this region. It offers higher education in the areas of Business Sciences, Engineering Sciences, Biotechnology, Computer Sciences and Multimedia. The University maintains a strong relationship with local and national companies. Such collaborations give the students technical and vocational skills and provide scientific and practice-oriented impetus. The University provides intensive support and mentoring of students in small groups, close contact with local and international companies and practice-oriented courses to guarantee the graduates excellent career prospects. In addition to the business and administration communities, Ansbach and its surrounding area offer an agreeable combination of science and education, culture and art, history and the

modern age, tradition and progress. The University's main focus is on applied research and development. The majority of projects are based on joint ventures with well-known companies in the region, with centres for technology, innovation and research. In the national university ranking it has achieved a premium position among German universities, setting high standards of quality.

- B. Whereas Anna University was established on 4th September 1978 as a unitary type of University. It offers higher education in Engineering, Technology and allied Sciences relevant to the current and projected needs of the society. Besides promoting research and disseminating knowledge gained therefrom, it fosters cooperation between the academic and industrial communities. The University was formed by bringing together and integrating two well-known technical institutions in the city of Madras College of Engineering, Guindy (CEG) (1794), Madras Institute of Technology, Chrompet (MIT) (1949) and three Technological Departments of the University of Madras, Alagappa College of Technology (ACT) (1944), School of Architecture and Planning (SAP) (1957). From December 2001, it has become a large, highly renowned University with affiliating status.
- C. Whereas Ansbach University of Applied Sciences and Anna University have agreed to the protocols governing their collaboration on academic and research related activities as stated hereunder:

**NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS
FOLLOWS:**

1. SCOPE

- 1.1. Signatories of this agreement share the following common vision: the promotion and enhancement of the dissemination of knowledge in order to provide society with superbly trained professionals and in the creation of knowledge through the scholarly research activities of its faculty, staff and students in order to provide society with the vitally needed highly qualified personnel.
- 1.2. Signatories of this agreement agree in principle to establish for themselves a preferential Institutional partner status.

2. RESPONSIBLE OFFICES

2.1. Ansbach University of Applied Sciences and Anna University agree to appoint an overall coordinator for the administration. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students/faculty.

3. Commitment of the signatories

3.1. Ansbach University of Applied Sciences and Anna University commit themselves to work together in a collaborative, collegial relationship of mutual benefit with the contribution of complementary skills and resources towards the common shared vision.

4. EXCHANGE PROGRAMMES

4.1. STUDENT EXCHANGE PROGRAMME

- 4.1.1. Ansbach University of Applied Sciences and Anna University would offer opportunities to undergraduate and postgraduate students from the partner institution to carry out projects in their own laboratories.
- 4.1.2. Ansbach University of Applied Sciences and Anna University agree in principle to intake in the regular engineering, Business and Media curriculum undergraduate and postgraduate students from the partner institution for one semester or one year.
- 4.1.3. Proposals for students must be done in advance and agreed upon with sufficient notice to both parties. The exact number of students will be agreed upon by the two institutions on an annual basis. In any given year, the number of students hosted can vary.
- 4.1.4. The home institution shall be responsible for screening and selecting students, subject to acceptance by the host institution.
- 4.1.5. The host institution will assist the students to obtain housing and with other matters of hospitality, but is not obliged to provide financial assistance of any kind.
- 4.1.6. Participating students shall be responsible for obtaining their own visas and completing the required immigration formalities.
- 4.1.7. Students participating to the programme will pay appropriate tuition fees at their home institution during the period at the host institution. They will also pay for all personal expenses at the host institution, including visa, housing, travel and meals. They will be exempted from tuition fees at the host institution.

4.2. FACULTY EXCHANGE PROGRAMME

4.2.1. The agreement also envisions co-operation for faculty exchange through deputation of short term assignments spread over not more than a year, in areas mutually identified.

4.3. OTHER ACTIVITIES

4.3.1. The instant MOU shall also govern the following activities between the parties and the parties shall if required, execute an exclusive agreement to record the terms in respect of the same:

4.3.1.1. Joint projects

4.3.1.2. Collaborative research activities, including joint supervision of doctoral students

4.3.1.3. Joint academics programs

4.3.1.4. Other areas of mutual interest

5. INSURANCE

5.1. Participants in the exchange will be personally responsible for purchasing required health/medical insurance for the time period of their exchange experience. The host institution will assist incoming participants in identifying available health insurance options designed for international students and scholars.

6. JOINT PROPERTY

6.1. The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon writing.

6.2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon in writing by the Parties.

7. NO MONETARY CONSIDERATION

7.1. No monetary consideration will be exchanged between the two institutions, nor will there be any reimbursements for expenses, or sharing of fees or profits arising from the instant agreement.

8. INDEMNITY

8.1. The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of the Institutions under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Institution shall be liable for acts of the other, nor shall they be liable for the acts of students/faculties participating in the exchange.

9. COMMENCEMENT, RENEWAL, TERMINATION, AMENDMENT AND SEVERABILITY

- 9.1. This MOU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for 5 years. This MOU may be renewed upon its expiry, with the agreement of both partner institutions.
- 9.2. If either partner institution wishes to terminate the MOU at the end of 5 years period, it must notify the other institution not less than 6 months to the expiry of the MOU.
- 9.3. This MOU may be terminated by either party upon giving 30 days' notice to the other Party.
- 9.4. This MOU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.
- 9.5. The amendment or termination of the agreement shall not be effective without deliberation between the parties, but if the deliberation does not lead to a mutually agreeable path forward for any reason, either party may terminate this agreement upon thirty (30) days written notice. In case the MOU ceases to be in effect, this shall not affect the completion of existing activities.
- 9.6. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

10. EXECUTION IN COUNTERPARTS

- 10.1. This Agreement may be executed in two counterparts by each of the Parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute a single agreement.
- 10.2. The exchange of copies of this Agreement and of signature pages by email shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by email shall be deemed to be their original signatures for all purposes.
- 10.3. The Parties hereto expressly agree and recognize that each of these signed counterparts of the Agreement (as exchanged over email), shall be binding and enforceable as an original document representing the agreement set forth herein.

**On behalf of Anna University
INDIA**



Prof. R. Velraj
Vice-Chancellor



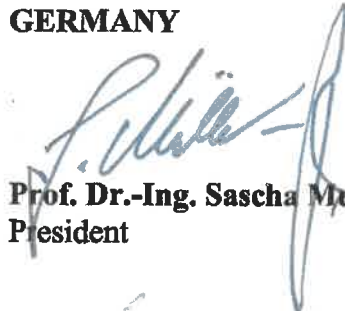
Prof. G. Ravikumar
Registrar



Prof. G. Nagarajan
Director
Centre for International Relations

Date: November 21, 2022

**On behalf of Ansbach University of Applied Sciences
GERMANY**



Prof. Dr.-Ing. Sascha Mueller-Feuerstein
President



Prof. Dr.-Ing. Ulf Emmerich
Vice-President



Bettina Huhn M.A.
Head of International Office

Date: Ansbach, 21. 11. 2022