



## **ACADEMIC EXCHANGE COOPERATION AGREEMENT**

This agreement for the promotion of institutions and/or program (the "Agreement") by and between:

**Indian Institute of Management, Lucknow**

IIM Rd, Prabandh Nagar, Mubarakpur, Lucknow, Uttar Pradesh 226013

Represented by  
Prof. Ashutosh Kumar Sinha, Chairperson MOUs

Hereinafter referred to as **IIML**

**AND**

**Etablissement d'Enseignement Supérieur Consulaire Grenoble Ecole de Management (EESC GEM)**

12 rue Pierre Sémard -38000 Grenoble - FRANCE  
Company National Registration Number - Siret: 817 389 141 00018

Represented by  
Fouziya Bouzerda, Director General

Hereinafter "**GEM**"

On the other hand

GEM and IIML together hereinafter referred to as "*the Parties*"

## **PREAMBLE:**

GEM is a French business school promoting leading national and international programs (Bachelor, Master, Postgraduate programs). It has been awarded international accreditations and is ranked by globally recognized media.

Indian Institute of Management Lucknow (IIML) is a premier public business school in India, offering nationally and internationally recognized programs at the postgraduate, doctoral, and executive levels. The institute holds triple crown accreditations and is consistently ranked among the top management institutions by globally recognized ranking agencies and media platforms.

The purpose of this cooperation is to **promote and expand international development**, understanding, and friendship between the Parties, by stimulating and supporting educational, professional, and intercultural activities involving projects among Parties, their respective students, staff and professors.

This Cooperation Agreement (hereinafter referred to as *the Agreement*) is entered into force on the **25th March 2026** in recognition of the mutual benefits of cultural and scholarly interaction between the two Parties. IIML and GEM hereby agrees to the following:

### **Definitions:**

**Credits:** means the recognition for having taken and validated a course. A full load of studies will represent 30 ECTS credits, or 12 US credits, or their equivalent per semester/Term.

**Host Institution:** means the Party receiving the Exchange Students of the Home Institution.

**Home Institution:** means the Party sending its students to the Host Institution.

**Exchange Students:** means the students of the Home Institution enrolled at the Host Institution for a single semester or two semesters.

**Exchange Programme:** means the single semester program or the two semesters programme the Exchange Students might follow in the Host Institution.

**Fact Sheet:** means a document of the Host Institution including but not limited to the Exchange Programs available, the requirements to be enrolled.

**Agreement:** means this Agreement, including the provisions under Article 4 – Confidentiality and Data Protection, which incorporate the applicable GDPR Article 49 Derogation provisions and relevant Indian data protection regulations governing the transfer and processing of personal data.

**Semester/Term:** means an academic period comprising three terms: **Summer (June–August), Fall (September–December), and Spring (January–March).**

## **ARTICLE 1 - EXCHANGE OF STUDENTS BETWEEN IIML AND GEM**

- 1.1 During the five (5) year term of this Agreement, it is anticipated that each Party agrees to accept five (5) single-semester Exchange Students annually from the other Party. The Exchange Students will enrol as full-time, non-degree seeking students in the Host Institution for at least one academic semester and no longer than one academic year. The Exchange Students will take graduate or undergraduate level courses as available in the fact sheet from the host institution.
- 1.2 Both Parties will review the Exchange Programme annually for any imbalances in the number of Exchange Students and will adjust the number of Exchange Students appropriately throughout the duration of the Agreement, so as to endeavour to achieve parity before this Agreement expires. To avoid any doubt, the absence of Exchange Programme during any particular academic year does not nullify the Agreement.
- 1.3 All Exchange Students starting their Exchange Programme at the Host Institution during the period of this Agreement will be counted in the overall balance of the Agreement period.

- 1.4 Exchange Students must satisfy all admission requirements, including the language proficiency requirement of the Host Institution and will have an excellent academic record. The admission requirements are to be found on the Parties' Fact Sheet, annually updated, sent to the other Party once a year prior to the nomination periods and available on its web site, chapter "Academic Exchange".
- 1.5 Exchange Students will pay tuition to their Home Institution and then have the tuition waived at the Host Institution.
- 1.6 Exchange Students will be personally responsible for all expenses connected with the Exchange Programme, such as travel, local accommodation, meals, books, school supplies, visa, personal expenses and insurances (health insurance but not limited to).
- 1.7 Exchange Students shall have completed at least two (2) semesters/term in higher education to qualify for an Exchange Programme, and are sufficiently competent in the language of the Host Institution to follow the courses.
- 1.8 The Home Institution, subject to final approval by the Host Institution, will make a selection of students to participate in the Exchange Programme. Both Parties agree that in the evaluation and admission of students for participation in the Exchange Programme and in the administration of the Exchange Programme, neither will discriminate on the basis of race, colour, religion, gender, sexual orientation, marital or parental status, national origin or age.
- 1.9 Exchange Students are required to subscribe to the relevant insurances in accordance with the laws of the Host Country/Region or the regulations of the Host Institution.

All international students in France are required to have medical and travel insurance for the duration of the Exchange Programme. They are also asked to subscribe repatriation insurance, civil liability (third party insurance) and housing insurance. GEM shall provide information regarding the required insurances in France to its Exchange Students. Subscribing to the above-mentioned insurances is the responsibility of the Exchange Students first and foremost.

- 1.10 During the whole Exchange Programme, Exchange Students will abide by the policies, rules and regulations in effect at the Host Institution. In the event disciplinary proceedings are initiated, sanctions are imposed, or termination is required, the Host Institution taking such action(s) will promptly notify the Home Institution in writing of the cause and nature of the proceedings, sanctions or termination.
- 1.11 The Exchange Students will enjoy the same rights and privileges as the students of the Host Institution. If a disabled Exchange Student is enrolling the Exchange Programme, the Host Institution undertakes to provide a suitable classroom to the disabled Exchange Student.
- 1.12 Exchange Students will obtain credits according to the regulations of the Home Institution. At the completion of each semester the Host Institution will provide an official transcript of the year/semester's academic program for each Exchange Student to the Home Institution. For IIML Exchange Students, digital transcripts will be sent directly to the International Relations Office of IIML by GEM Incoming Students Officer. For GEM Exchange Students, transcripts will be sent to GEM Center for International Affairs. Digital transcripts should be used as a preference.
- 1.13 Each Party agrees to accept each other's length of academic year, teaching methods and examinations as equivalent to their own.

## **ARTICLE 2 - OTHER FORMS OF COLLABORATION**

- 2.1 Both Parties leave open the possibility of further cooperation, through double degree exchanges, short programs, staff, researchers or faculty, the terms of which will be mutually agreed upon and confirmed in writing at such time as it is convenient for both Parties.

2.2 If required, the Parties will conclude a specific Agreement stipulating their respective rights and obligations in connection with other specific joint projects.

### **ARTICLE 3 - CONDITIONS AND MODALITIES**

3.1 This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

3.2 It is understood that this Agreement does not confer on either Party any exclusivity regarding activities covered by this Agreement, and each Party is aware that both Parties have entered into similar Exchange Programmes with other institutions.

### **ARTICLE 4 - CONFIDENTIALITY AND DATA PROTECTION**

**Clause:** Notwithstanding any provisions of this Article of the MoU, the Parties acknowledge that the provisions relating to the **General Data Protection Regulation (GDPR) Article 49** derogation were proposed by GEM but may not be implemented by IIM Lucknow. Instead, IIM Lucknow shall comply with the applicable Indian data protection framework, including the **Digital Personal Data Protection Act, 2023**, with respect to the protection and processing of personal data under this Agreement.

Absence of Adequacy and Failure of Appropriate Safeguards

The Parties acknowledge that the country in which the Partner Institution is established does not benefit from an adequacy decision under Article 45 of Regulation (EU) 2016/679 ("GDPR").

1. **Exceptional Nature of the Transfer**  
In accordance with Article 49 GDPR, the Parties agree that the personal data transfers carried out under this Agreement occur on an exceptional basis, are non-repetitive, and are strictly necessary for the execution of the student mobility programme.
2. **Legal Basis: Explicit, Specific and Informed Consent (Article 49(1)(a))**  
The Parties agree that the transfer of personal data from GEM to the Partner Institution shall rely on the explicit, specific and informed consent of each concerned student. GEM undertakes to obtain such consent prior to any transfer, after informing the student in clear language about:
  - the absence of an adequacy decision for the Partner Institution's country ;
  - the fact that their data will not benefit from protections equivalent to those of the EU GDPR ;
  - the specific categories of data to be transferred ;
  - the purpose(s) of the transfer ;
  - the identity of the Partner Institution ;
  - the possible risks arising from the legal framework of the destination country, including potential access by public authorities and reduced individual rights.
3. **Commitments of the Partner Institution**  
The Partner Institution commits to:
  - process the personal data exclusively for the purposes of implementing this Agreement (admission, enrolment, academic management of exchange students) ;
  - not disclose the data to unauthorised third parties ;

- implement reasonable technical and organisational security measures ensuring confidentiality, integrity and protection of personal data ;
  - delete or anonymise the data as soon as it is no longer required for the above purposes ;
  - promptly notify GEM of any personal data breach.
4. Limitation of the Transfer  
The Parties agree that the transfers under this Agreement shall be strictly limited to data necessary for the academic administration of the exchange programme. No special category data under Article 9 GDPR shall be transferred unless required in exceptional circumstances and with additional safeguards.
5. Onward Transfers  
The Partner Institution shall not transfer the personal data to any other organisation or country unless legally required to do so and, where possible, after informing GEM. Any onward transfer must be limited to what is strictly necessary.
6. Exercise of Data Subjects' Rights  
The Parties shall cooperate to facilitate the exercise of student rights (access, rectification, deletion, objection, limitation) in accordance with their respective legal frameworks.  
Contact points:
- For GEM: [dpo@grenoble-em.com](mailto:dpo@grenoble-em.com)
  - For IIML : [std\\_excng@iiml.ac.in](mailto:std_excng@iiml.ac.in)
7. Hierarchy of Provisions  
In case of contradiction between this Article and any other clause of the Agreement, the provisions of this Article shall prevail, as required for compliance with Article 49 GDPR.

## **ARTICLE 5 - DURATION**

5.1 The Agreement shall become effective on **25<sup>th</sup> March, 2026** after signature of both Parties and shall remain valid until **25<sup>th</sup> March 2031**. If one of the Parties wants to amend or terminate the Agreement, they will send a formal request six (6) months prior to the expiration date of the Agreement.

5.2 The present Agreement can be terminated at any time after the first six (6) months by a Party giving six (6) months prior notice to the other Party. In the event a Party terminates this Agreement in accordance with this clause, any Exchange Students who have commenced an activity under the Agreement should be allowed to complete the activity, under the conditions applying when the notice was given.

## **ARTICLE 6 - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of the court in which the action is brought.

## **ARTICLE 7 - JURISDICTION CLAUSE**

If any disputes occur, both Parties agree to seek settlement of such disputes via negotiation(s) in good faith.

The Parties agree that:

in the event of a dispute concerning an Exchange Student during the term of the Agreement, the competent jurisdiction shall be the one in which the facts leading to a dispute or a claim took place (Host Institution).  
in any other event, the most diligent Party shall bring the action before the appropriate court of the country of the defending Party.

#### **ARTICLE 8 - NOTIFICATION**

The addresses for service of notices under the present Agreement shall be:

For GRENOBLE ECOLE de MANAGEMENT

Name: Amanda Pouydebasque  
Director Center for International Affairs  
Address: 12, rue Pierre Sépard, Grenoble, France  
Contact: Phone: +33 4 76 70 65 33  
Email: [amanda.pouydebasque@grenoble-em.com](mailto:amanda.pouydebasque@grenoble-em.com)

For IIML:

Name: Anchal  
Title: Manager  
Address: IIM Rd, Prabandh Nagar, Mubarakpur, Lucknow, Uttar Pradesh 226013  
Contact: Phone : 91-522-6696690  
Email: [std\\_excng@iiml.ac.in](mailto:std_excng@iiml.ac.in).....

Each Party shall inform, by written notice to the other, of any modification of the above information.

This Agreement will be signed by the appropriate officials from the Parties.

Should the Parties sign this Agreement using an electronic signature, they acknowledge that the electronic signature expresses their consent to this Agreement and is legally as binding as an original signature made in writing.

IN WITNESS WHEREOF, the Parties have signed this Agreement under seal as of the Effective Date set forth above, and each signatory warrants that he or she has the full authority to sign and enter into this Agreement on behalf of the Party he or she purports to represent.

**For IIML:**

**For GEM**

\_\_\_\_\_  
Accepted by:  
**Prof. Ashutosh Kumar Sinha**  
Chairperson MOUs

\_\_\_\_\_  
Accepted by:  
**Dana BROWN**  
Dean of Global and Corporate Engagement