

STUDENT EXCHANGE AGREEMENT RENEWAL BETWEEN:

Groupe Rennes School of Business - a non-profit organisation under the French law, whose registered office is located at 2 rue Robert d'Arbrissel 35065 Rennes (FRANCE), registered in the Prefecture under the number W353011767, represented by Dr Adilson Borges, in his capacity as Dean & Executive Director, duly authorized for the purpose hereof, hereinafter referred to as « RSB »,

on the one hand,

and:

International Management Institute (IMI), Kolkata, (Holding society Alipore Institute of Management and Technology) present at 2/4 C, Judges Court Road, Alipore, Kolkata, West Bengal 700027(India) registered in the West Bengal Societies Registration Act, 1961 under the number S/1L/33906 and represented by Prof. Mohua Banerjee, in her capacity as Director, duly authorised for the purpose hereof, hereinafter referred to as "IMI Kolkata ",

on the other hand,

Individually referred to as a « party » and collectively as the « parties ».

1. Preamble

In the spirit of prolific international relations and academic cooperation, RSB and IMI Kolkata wish to strengthen their ties following their mutual interests in delivering programmes of academic excellence and cultural diversity. Hence, RSB and IMI Kolkata have decided to enter into this Student Exchange agreement.

2. Objectives

The general purpose of this agreement is to establish and facilitate educational and academic exchanges between RSB and IMI Kolkata.

The two Institutions agree to promote mutually beneficial activities in the areas of education, research and other academic issues, and to cooperate and work together towards the internationalisation of higher education. They will support their students and teachers in gathering and exchanging academic and professional experience in their mutual countries.

3. Duration of the agreement & automatic renewal

This Agreement shall be in force and binding upon the Parties for a period of five (5) years, beginning in January 2024. It will be automatically renewed unless, at least six months before the term, either party gives the other party written notice of its intent not to continue the agreement.

4. Number of students and level

➤ Up to 6 semester slots from RSB to IMI Kolkata

Students registered on the PGE2 programme ("Programme Grande Ecole", 4th year after the Baccalaureate) will be accepted on exchange at IMI Kolkata for one semester and will choose Master level courses among management courses offered by IMI Kolkata.

Students registered on the PGE3 programme ("Programme Grande Ecole", 5th year after the Baccalaureate) will be accepted on exchange at IMI Kolkata for one semester and will choose Master level courses among management courses offered by IMI Kolkata.

➤ Up to 6 semester slots from IMI Kolkata to RSB

Students from IMI Kolkata registered on a Bachelor Programme after at least 2 years of Bachelor studies at IMI Kolkata will be accepted on exchange at RSB for one semester or one academic year and will choose among the list of classes at Undergraduate level 3 or 4 offered at RSB.

Students from IMI Kolkata registered on a Master Programme at IMI Kolkata will be accepted on exchange at RSB for one semester or one academic year and will choose among the list of classes at Postgraduate level 5 offered at RSB.

Students from IMI Kolkata can take part in one of RSB Summer Programmes opened to exchange students with tuition fees waived. 3 students sent on one summer programme is equivalent to 1 semester slot.

Students from both Institutions must have their course selections approved by their home department and appropriate academic authority in order to obtain transfer of credits.

One student spending one academic year in the host institution is equivalent to two semester slots.

5. Language requirements

➤ **Exchange Programme Applicants from RSB:**

IMI Kolkata requires exchange students should be proficient in English as the courses will be offered in English only.

➤ **Exchange Programme Applicants from IMI Kolkata:**

Exchange students will follow courses in English. They should have a B2 level in English (equivalent to TOEFL: 550 (PBT) 79 (IBT)) or be native speakers, in which case a language test is not required.

Knowledge of French is not necessary, as all the classes will be given in English.

6. Admission process

Prior to the start of the Host Institution's exchange period, the Home Institution must:

- Recruit, select and nominate students (candidates) to the Host Institution before the deadline set by the Host Institution

- Ensure that the nominated students provide the Host Institution with details of their academic records using the appropriate application forms before the deadlines set by the Host Institution.
- Confirm the programme and choice of courses in which the students wish to enrol.

Prior to the start of the exchange period, the Host Institution must:

- Confirm that it will accept the students nominated by the Home Institution. This will have to be made in accordance with the number previously accepted and based on the criteria set forth in this agreement.
- Send a letter of acceptance.
- Send information about the programme.
- Send the name of the relevant contact officer for assistance at the Host Institution (enrolment, study, accommodation, etc.).

Every year, the partners will provide each other with the various deadlines that apply in the admission process.

7. Additional information

Students participating in the exchange programme will not be charged any tuition fees by the Host Institution. Students from each school will register in their institution of origin, but will have the same access to teaching staff, academic resources, and student services as the students at the Host Institution. Candidates participating in the exchange programme will be selected by their respective institutions according to criteria set forth in this agreement. They will be integrated into the Host Institution as regular students and will be subject to the student rules and regulations of the Host Institution. The Home Institution considers that the selected students are suitable to undertake study abroad, have sufficient language proficiency in the language of instruction and have sufficient financial resources to meet all of their financial

obligations during their stay abroad. Individual direct applications of students will not be accepted as part of this exchange agreement.

This agreement is based on reciprocity. Whenever possible, the same number of students are registered between the partners during each exchange programme period. Both institutions agree to resolve any exchange inequalities through mutual agreement and adjustment either by increasing or suspending the number of students sent or received. This should be notified in due time to the other partner, i.e. at the beginning of the previous academic year so as to allow sufficient time to communicate the information to their students. **In case of no reply from the partners, the number indicated in this general agreement will be considered as the reference.**

8. Promotion of Cooperative Projects

Each institution should promote the partnership and the cooperative programmes described by the exchange agreement through each institution's website and provide the relevant promotional materials to the students.

Each institution should allow or invite the partner concerned to make a presentation or organise a seminar in order to promote partnership programmes. This student exchange agreement is not intended to be a legally binding document, but rather is intended to describe the nature and the guidelines for mutually beneficial cooperation. Nothing, therefore, shall reduce the full autonomy of either institution, in carrying out the agreement.

9. Termination - Revision

In the event of non-execution or violation by one of the Parties of any of the provisions of the Students Exchange Agreement, the latter may be unilaterally and automatically terminated by the other Party 30 (thirty) days after the sending of a formal notice by registered letter with acknowledgment of receipt, which shall remain without effect, without prejudice to any damages and interest that may be claimed from the defaulting Party, and not exclusively:

- In the circumstance of failure by one of the Parties to fulfil its obligations

- In the circumstance of failure to comply with the conditions of use of the logo or trademarks
- In the circumstance of damage or risk of damage to the image of one of the parties that may result from the collaboration that is the subject of this agreement, if one of the parties is publicly involved in events that are difficult to reconcile with the values and principles of the other party.
Furthermore, this Agreement shall be automatically, and ipso jure terminated if, in particular, either Party finds it impossible to continue this Agreement because of a legislative or regulatory change concerning it or its activities.

Termination shall occur within fifteen (15) days of formal notice sent by registered letter with acknowledgment of receipt.

Any termination of the agreement must consider the rights of students already participating or accepted in the Programme.

10. Confidentiality and Professional Secrecy

Each Party undertakes to keep confidential all documents and information concerning the other Party, of whatever nature (except for documents and information already in the public domain) to which it may have had access during the performance of this contract.

The Parties shall take vis-à-vis their personnel all necessary measures to ensure, under their responsibility, the secrecy, and confidentiality of all information and documents coming to their knowledge during their mission. The Parties undertake to ensure compliance with this clause by the person they call upon.

It is agreed that if a Party intends to communicate any of this information to a third party, it must obtain the other Party's prior written consent.

The Parties agree that this confidentiality clause shall remain in force for a period of five (5) years after the expiry of this Contract.

11. Conditions of use of trademarks, logos, and distinctive signs

The rights to use and reproduce the respective trademarks, distinctive signs and logos of the Parties are granted to the Parties on a precautionary and non-exclusive basis for the sole duration of this Convention. The rights granted shall automatically terminate upon termination of this Convention, whatever the cause.

The Parties undertake to reproduce their respective trademarks, distinctive signs, and logos clearly and visibly, without alteration or modification, i.e., in strict compliance with the wording, proportions, graphics, and colours. These logos may not be reproduced, without the Parties' agreement, in association with a trademark or logo other than those of the Parties.

The Parties undertake to transmit to each other before any act of reproduction or representation of their respective trademarks, distinctive signs, or logos, whatever the form, all the models, files, or illustrations concerned.

This communication shall be made within fifteen (15) working days to enable the Parties to examine the elements concerned, make their observations, and, if necessary, request any modification they deem necessary. The Parties may not put into circulation communication media of this Contract reproducing their respective trademarks, distinctive signs, or logos without having received prior authorisation from the other Party.

In general, the Parties shall take care not to distort the terms of their collaboration or damage the other Party's image or corporate purpose. The preservation of this image is a key factor in the success of cooperation, the existence of which must in no way affect the Parties' freedom of action and communication, including on the issues to which it relates, in respect of which the Parties accept that their respective positions may diverge. Each Party should remain free to express its differences.

Just cause

The Party whose trademark, distinctive sign, or logo is to be used may oppose its use only on a just ground, which may, for example, consist of damage to its image. It is specified that this just ground for opposition by a Party may result both from the medium on which its trademarks,

distinctive signs, or logos are used and from the context in which they are used, reproduced, or represented.

12. Compliance with the Legislation and Standards in Force

RSB and IMI Kolkata undertake, in executing this contract, to comply with the laws applicable to all their national or international activities, subject of this Contract and recalled in the preamble. The Parties undertake to provide their employees with a safe and healthy workplace following the laws in force.

In a spirit of transparency, the Parties undertake to communicate any environmental problems related to the creation and marketing of its products or services or relating to the areas covered by this Contract as soon as these are deemed serious enough to require discussion within the framework of this Contract.

13. Partial Validity

If one or more stipulations of the Contract are held to be invalid or declared as such by a competent court's final decision, the other stipulations of the Contract shall retain their full force and scope.

14. Non-Exclusive

This cooperation contract is non-exclusive and leaves the Parties free to set up other cooperation actions like the one covered by this agreement.

15. General Data Protection Regulation

Each Party shall respect regulations in force in its country and, where applicable, local regulations which apply to the protection of the personal data of the students and members of

staff with respect to the collection, processing, storage of the said data and the transfer thereof to the other Party.

In this regard, if IMI Kolkata is located outside the European Union in a country which is not considered as offering an adequate level of data protection, IMI Kolkata undertakes to sign and comply with the Standard Contractual Clauses for the transfer of the students and members of staff's personal data from the European Community to third countries. Standard Contractual Clauses are attached in Appendix A.

16. Force Majeure

Force Majeure shall mean fire, earthquake, hurricane, flood, Act of God or natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause which is beyond the control of the Parties.

If a Force Majeure Event occurs pursuant to this paragraph, either party may cancel the Agreement upon written notice thereof to the other Party. In the event that the Agreement is cancelled due to a Force Majeure Event, the Parties' respective obligations will be excused, except as provided herein, and each party shall bear its own costs incurrent in connection with this Agreement.

17. Arbitrage & conflict resolution

Any disputes or controversies that could arise from this Student Exchange Agreement, including those of its nullity or invalidity, will be solved by the parties in a common and friendly agreement.

18. Contact data for notices regarding this agreement

Rennes School of Business:

Name: Elodie SAINT-YVES, International Mobility Manager

Address: 2 rue Robert d'Arbrissel

Phone: +33 (0)2 99 54 63 63

E-mail: elodie.saint-yves@rennes-sb.com

International Management Institute Kolkata:

Name: Prof. Tirthankar Nag, Dean, Research and International relations

Address: 2/4 C, Judges Court Road, Alipore, Kolkata, West Bengal 700027(India)

Phone: + 91-33-6652 9622

E-mail: t.nag@imi-k.edu.in

In witness thereof, the parties below have offered their signatures:

For and on behalf of

For and on behalf of

Rennes School of Business

International Management Institute Kolkata

Dr Adilson Borges

Prof. Mohua Banerjee

Signature: 

Signature: 

Date: 2024/01/29

Date: 05.02.24

Groupe Rennes School of Business
2, rue Robert d'Arbrissel - CS 76522
35065 RENNES Cedex - France
Tél : +33(0)2 99 54 63 63
Email : contact@rennes-sb.com
Siret 373 327 514 05014 NAF 854ZZ
TVA n° FR 27 378 327 514



APPENDIX A - STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1 Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex A-I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex A-I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex A-I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

- (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex A-I.B.

Clause 7 - Not applicable

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8 Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex A-I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymization of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex A-II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to

significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

(g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9 Not Applicable

Clause 10 Data subject rights

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge:

(i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex A-I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

(ii) rectify inaccurate or incomplete data concerning the data subject;

(iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11 Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.



Clause 12 Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13 Supervision

- (a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex A-I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14 Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives

listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination- including those requiring the disclosure of data to public authorities or authorising access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 Obligations of the data importer in case of access by public authorities

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16 Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) [For Module One: Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 Governing law



These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of France

Clause 18 Choice of forum and jurisdiction


- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of France.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX A - I


A. LIST OF PARTIES

MODULE ONE: Transfer controller to controller

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

- **Name:** Rennes School of Business
- **Address :** 2 rue Robert d'Arbrissel, CS 76522, 35065 Rennes cedex, France
- **Contact person's name, position and contact details:** Dr Adilson Borges, Dean and Executive Director, adilson.borges@rennes-sb.com
- **Activities relevant to the data transferred under these Clauses:** Rennes School of Business is a benchmark business school which offer to students and staff a wide range of opportunities to combine study and experience abroad.
- **Signature and date:** ...  2024/01/29
- **Role (controller/processor) :** controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

- **Name:** International Management Institute Kolkata
- **Address :** 2/4 C, Judges Court Road, Alipore, Kolkata, West Bengal 700027(India)
- **Contact person's name, position and contact details:** Prof. Mohua Banerjee, Director, m.banerjee@imi-k.edu.in
- **Activities relevant to the data transferred under these Clauses:** The international linkage of IMI Kolkata has grown over the years and spans across business schools/universities to offer its students and faculties an opportunity to study and connect globally.
- **Signature and date:** ...  05.02.2024
- **Role (controller/processor):** Controller

B. DESCRIPTION OF TRANSFER

MODULE ONE: Transfer controller to controller

Categories of data subjects whose personal data is transferred

Students and members of staff of the data exporter and students and members of staff of the data importer

Categories of personal data transferred

Identity, personal situation, passport and visa, school and educational curriculum, transcripts, examination results, assessment ,Last name, First name, address, emergency contact, all data necessary for registration / entry into the territory without difficulty, Student grade, language test, motivation, Student email address, owners contact details, Bank account proof, University career data

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff

having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

As requested by the university, exchange students are required to have medical insurance valid in India or carried funds sufficient to purchase the medical insurance in India.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

At different times of the schooling process / exchange

Nature of the processing

- collection,
- recording,
- organization,
- structuring,
- storage,
- adaptation
- retrieval,
- consultation,
- use,
- disclosure by transmission,
- alignment or combination,
- restriction,
- erasure or destruction

Purpose(s) of the data transfer and further processing

- Management of admissions (selection, eligibility) of foreign students to RSB international programs
- Administrative management of the students
- Educational management of the students
- Examination management
- Compliance with regulation
- Organization and follow-up of training with foreign educational establishments, partners of Rennes School of Business
- Assistance with non-academic procedures

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As far as Rennes School of Business is concerned, personal data are retained in compliance with "circulaire n°2005-003 du 22 février 2005 du Ministre de l'Éducation nationale, de l'Enseignement supérieur et de la Recherche ».

For transfers to (sub)processors, also specify subject matter, nature and duration of the processing

Not applicable

C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller

Identify the competent supervisory authority/ies in accordance with Clause 13

Commission Nationale de l'Informatique et des Libertés (CNIL) - France

ANNEX A - II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE ONE: Transfer controller to controller

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- √ Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services, such as adoption of written permission management procedure, regular review of permissions, sensibilization of employees, firewall, etc.
- √ Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- √ Measures for user identification and authorization such as use of unique username to log into IT tools, use of strong means of authentication base on a verified directory, adoption of a robust password policy, etc.
- ~~× Measures for the protection of data during transmission, such as use of encryption processes to send data~~
- √ Measures for the protection of data during storage such as frequent back-up of data, storage of data in a secure place, adoption of a written continuity of operations policy, etc.
- √ Measures for ensuring physical security of locations at which personal data are processed, such of installation of intrude alarms, locked doors with restriction of use, etc.
- ~~× Measures for ensuring events logging~~
- ~~× Measures for ensuring data minimisation~~
- ~~× Measures for ensuring data quality~~
- ~~× Measures for ensuring limited data retention~~

MA

AB

- × For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter
- Not applicable

AB

AB