SCIENTIFIC COOPERATION FRAMEWORK AGREEMENT

between

ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES

and

THE UNIVERSITY OF CATANIA

The ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES [School for Advanced Studies in Social Sciences], hereinafter referred to as EHESS
a scientific, cultural and professional public higher education institution,
having its head office at 54 Boulevard Raspail, 75006 Paris, France,
represented by its President, Prof. Romain Huret, on one part

and

The UNIVERSITY OF CATANIA

having its head office at 2 Pizza Università, 95131 Catania, Italy
represented by its Rector, Prof. Francesco Priolo, on another part

Together referred to as the Parties

Introduction

Considering that the two Parties are interested in jointly developing programs, they agree to sign a cooperation agreement aimed at promoting the completion of research and training projects and the exchange of knowledge, students and professors.

It is agreed as follows:

Article 1: Purpose

This framework agreement is for the purpose of defining the methods of scientific and technical cooperation between the Parties in the areas of humanities and social sciences teaching and research.

Article 2: Areas of cooperation

The Parties will, in the context of this agreement, promote:
- the implementation of joint research or training programs,
- the exchange of scientific and technical information and documentation,
- the organisation of seminars, colloquia or conferences,
- the development of joint publications or any other noteworthy actions,
- the joint response to national or international calls for proposals,
- the reciprocal hosting or exchanging of professors, researchers, students and doctoral students,
- the entering into individual agreements on joint international thesis supervision,
- or any other activity that the Parties may agree on.

**Article 3: Implementation of cooperation actions and implementation agreements**

The jointly-decided cooperation actions give rise to the drawing up of implementation agreements that specify the objectives, resources and terms of implementation. These implementation agreements can also include other parties.

Similarly, the organisation of joint international thesis supervision will give rise to the drawing up of individual agreements on joint international thesis supervision signed by the doctoral student and the thesis director in each institution.

**Article 4: Coordination and scientific supervision**

1) The cooperation actions can be proposed by either Party. Each action is placed under the joint responsibility of two scientific coordinators, one from each party. These coordinators draw up a joint annual report on the progress of the cooperation action undertaken, containing, in particular, any proposals to improve such actions.

2) A combined supervisory committee is created as follows:

For the École des hautes études en sciences sociales (EHESS):
- the Head of International Relations
- the scientific coordinator(s) responsible for such cooperation: Mr Jean-Paul Zuniga

For the University of Catania:
- the Head of International Relations
- the scientific coordinator(s) responsible for such cooperation: Prof. Emanuele Coco

The chairman of the committee is appointed from among the committee members. The number of committee members is increased, if required, by scientific researches and or professors, or qualified experts, invited by the Party who considers it necessary, to consult on specific problems. Such guests do not take part in votes on committee decisions.

The committee meets at least once a year and at the request, if necessary, by either Party or when a difficulty arises in the implementation of this agreement.

The committee is responsible for:
- identifying priority cooperation areas;
- analysing the results of current and completed actions;
- examining issues relating to promotion of results;
- proposing solutions in the event of difficulties in the interpretation and execution of this agreement or of the implementation agreements.

Article 5: Resources applied

This agreement is not a promise to finance. The Parties shall take all measures possible, within the limits of their available material, financial and personnel resources, to reinforce their partnership.

The Parties can, whenever possible, apply for financial resources to be allocated for the implementation of the objectives cited above within the framework of inter-governmental agreements and from national, European or international organisations.

Article 6: Personnel

The Parties retain administrative and scientific liability for their personnel. One Party cannot be considered to be the employer under any employment or secondment contract entered into with the other Party, in the framework of this agreement or the implementation agreements.

AGREED PRINCIPLES

The Parties acknowledge and agree that all activities to be conducted under this Framework Agreement will be governed by individual binding “Implementation Agreements” and all Implementation Agreements will be prepared in accordance with the following agreed principles as set out in Articles 7-11 below:

Article 7: Materials

The Parties remain owners of the real and personal property that they make available for the application of this agreement or the implementation agreements. The Parties co-own real and personal property bought jointly. The ownership percentage is defined on the basis of the financial contribution of each party in the purchase of such property. At the end of the agreement, the Parties mutually rule on how to divide the co-owned property acquired, in particular via the repurchase of one Party’s share by the other Party.

Article 8: Confidentiality

The Parties undertake to neither publish nor disclose, in any manner whatsoever, scientific or technical information other than that resulting from the collaboration and, in particular, prior knowledge belonging to the other Party that it may have become aware of during the execution of this agreement and where the said information has not been specifically described as non-confidential or has fallen within the public domain. This provision does not apply if the party in question can provide proof that:
- it was already aware of the said information before signing this agreement;
- such information has been published or communicated;
- it has fallen in the public domain.

Any exceptions to this confidentiality obligation must be agreed and made jointly, in writing and submitted for approval to the combined supervisory committee (or the two Parties' scientific coordinators). The Parties can, however, disclose the said information to third Parties in order to satisfy their own research requirements or to assess agents and programs, subject to having them comply with the same confidentiality terms.

The provisions of this article will remain in force for a period of 2 years notwithstanding the expiry of the agreement.

It is agreed that the provisions of this article cannot prevent:

- the obligation of professors or researchers in public institutions to produce a regular report of their activities;
- the oral examinations of doctoral thesis nor any other scientific activity related to the purpose of the agreement. This oral examination will be organised, each time it is necessary, in order to guarantee the confidentiality of certain work results obtained in the context of the study, all the while complying with the current and applicable university regulations.

Article 9: Ownership of knowledge and results

Each Party will be owner of work and results obtained by its own personnel or by service personnel from the other Party placed under its scientific and technical responsibility.

In the event that the Parties jointly carry out research work (intellectual and financial contributions) and it is impossible to distinguish each Party’s share, the result will be co-owned by the Parties who participated in obtaining them, according to a percentage that will be defined at the latest at the end of the agreement, according to the intellectual and financial contributions in question.

In the event that the results held in co-ownership may be likely to be the subject of commercial protection and/or exploitation, a co-ownership settlement will be drawn up between the Parties concerned, as soon as possible, in order to determine the ownership percentages and the terms for managing their rights and obligations, according to the intellectual and financial contributions by each Party who contributed to obtaining the said results. Such percentages will be defined by mutual agreement.

Article 10: Publications

Any works, publications or advertising relating to this agreement will note the collaboration between the Parties. In addition, the parties’ names and, if applicable, logos, will be inserted, in a clear and visible manner, in any document relating to such collaboration (in particular, and without this list being exhaustive – informative and promotional documents, invitation
cards, promotional leaflets, reports, book covers, CD/DVD dust-covers, mention on the institution’s website, etc.) as well as the name of the researchers in question.

Any publishing or communication of information, results or knowledge resulting from work carried out in the context of this agreement by either Party must have written approval from the other Party, which Party will advise its decision within a maximum period of two months after the request. After such period and in the absence of a reply, the approval will be deemed to have been given.

Article 11: Ethics

The Parties undertake to comply with, and have their personnel comply with, the laws, practices and customs of all countries in which they may be required to carry out their tasks in the application of this agreement or the implementation agreements.

Similarly, the Parties will ensure that the research activities are carried out in compliance with their ethical, professional and scientific rules.

They also undertake to comply with, and have their personnel comply with, a strict duty of secrecy in relation to the Parties’ activities and a strict duty of neutrality in the respective countries.

Article 12: Duration

This agreement will apply for five (5) years from the date it is signed. It can be renewed by way of a supplementary agreement.

Article 13: Modification, Termination, Disputes

Any modification to this agreement will be made by supplementary agreement signed by the two Parties.

At the request of either Party, this agreement can be terminated by the Parties, subject to three months’ notice being given. In the event this Framework Agreement is terminated, any existing Implementation Agreements will continue and the Parties will continue to complete any joint actions that have been commenced.

In the event of non-performance by either Party of any of the obligations provided in this agreement, and one month after the first presentation of a registered letter with an acknowledgment of receipt containing a default notice that remains unsatisfied, this agreement will, at the other Party’s discretion, be lawfully terminated without any legal formality at the exclusive fault of the defaulting Party, without prejudice to any damages and interest.

Any dispute arising from or in connection with the execution, interpretation and/or performance of this document will be settled through amicable negotiation between the Parties. In the event no settlement can be reached within 60 days upon the commencement of
such negotiation, the dispute may be brought before the Paris Administrative Court for litigation, in which case the governing law shall be the law of France.

This Framework Agreement does not constitute, nor is it intended to be, a legally binding contract between the Parties.

Signed in two original copies in English,

In Paris,

The President of the EHESS

Professor Romain Huret

Date: 16/11/2023

In Catania,

The Chancellor of the University of Catania

Mr./Ms.

Date: 13 FEB. 2024