SCIENTIFIC COOPERATION FRAMEWORK AGREEMENT
between
ECOLE DES HAUTES ETUDES EN SCIENCES SOCIALES
and
THE NEW SCHOOL

Between

The Ecole des hautes études en sciences sociales [School for Advanced Studies in the Social Sciences], hereinafter referred to as EHESS, a scientific, cultural and professional public institution,

having its head office at 54 Boulevard Raspail, 75006 Paris, France,

represented by its President, Prof. Christophe Prochasson, of one part

and

The New School, hereinafter referred to as TNS,

having its head office at 66 West 12th Street, New York, NY 10011,

represented by its Provost, Tim Marshall, of the other part,

Together referred to as the Parties

Introduction:

Considering that:

The Parties are interested in developing programs in common; and

For the past few years, exchanges of researchers and professors have taken place between the New School for Social Research at TNS, ("NSSR"), and EHESS in the Social Sciences and the Humanities;

NOW, in order to consolidate such exchanges, to extend them to other scientific areas, in particular in philosophy, history, sociology, political science, anthropology, economics, psychology, area studies, and, more generally, to reinforce their scientific, educational and cultural partnership relationship, the Parties agree to this framework agreement aimed at promoting research and training projects and the exchange of knowledge (the "Framework Agreement").

The Parties agree 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 the Social Sciences and Humanities teaching and research.
Article 2: Areas of cooperation

The Parties will, in the context of this agreement, explore:

- 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, and doctoral students,
- the entering into of 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

Once the Parties decide on any joint cooperation action, they will draw up an implementation agreement that specifies the objectives, resources and terms of implementation for signature by both parties (each an “Implementation Agreement”). No joint activity will be undertaken before there is a signed Implementation Agreement in place. 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. Each party is to designate a coordinator responsible to follow up all the cooperation activities undertaken under this Agreement. This coordinator will produce an annual report and submit it to the officials of his institution to spotlight the results of current or completed activities and make any proposal for resolution of difficulties of delays observed in accomplishing these activities. For the EHESS, the coordinator is the scientific coordinator in charge of this cooperation. For TNS, the coordinator is the administrator in charge of this cooperation.

2) The Parties agree to create a combined supervisory committee as follows:

For the EHESS:
- the President of EHESS or his representative,
- the Deputy director of Research department in charge of International Affairs,
- the scientific coordinator in charge of this cooperation:

For the NSSR:
- the Provost of TNS or his representative
- the Dean of NSSR
- the coordinator in charge of this cooperation.

The chairman of the committee is appointed from among the committee members. The committee may have guests who may be faculty from each partner institution or qualified experts invited by the Party who considers it necessary, to consult on specific projects or problems. Such guests do not take part in votes on committee decisions.
The committee shall meet by teleconference once a year and at the request, if necessary, of either Party or when a difficulty arises in the implementation of this Framework 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 the implementation agreements.

**Article 5: Resources applied**

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

The Parties can, as applicable, 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 for the application of this agreement or the implementation agreements.

**Article 7: Materials**

Each Party remains the owner of the real and personal property that such Party makes available for the application of this agreement or the implementation agreements. The Parties shall jointly own real and personal property bought jointly. The ownership percentage is defined on the basis of the financial contribution by each Party in the purchase of such property. At the end of the agreement, the Parties shall mutually decide on how to divide up the jointly owned property acquired, in particular by way of 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 of a Party (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. This provision does not apply if the Party in question can provide proof of one of the following:

- the Party was already aware of the said information before signing this agreement;
- such information has been published or communicated;
such information has fallen in the public domain.

Any exceptions to this confidentiality obligation must be jointly agreed to in writing and submitted for approval to the combined supervisory committee. 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 does not prohibit or prevent either:

- the obligation on professors or researchers in public institutions to produce a regular report on their activities; or
- the oral examinations for doctoral thesis, the scientific activity for which relates 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 applicable university regulations.

Article 9: Ownership of knowledge and results

The ownership of knowledge and results of a particular joint cooperation action will be set forth in the applicable Implementation Agreement.

Article 10: Publications

Any publicity 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. All materials will be approved by both Parties party in advance.

The publication or communication of information, results or knowledge developed under a particular joint cooperation action will be set forth in the applicable Implementation Agreement.

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 the confidentiality obligations under this Framework Agreement.
Article 12: Duration

This agreement will be in effect for five (5) years from July 1, 2018 through June 30, 2023. 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 Parties.

At the request of either party, this agreement can be terminated by the parties, subject to three months’ written notice being given. In such situation, the parties will attempt to complete any joint actions that have been commenced and determine a mutually agreeable conclusion for such joint actions.

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 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 that may arise in the application of this document will be settled by negotiation between the parties. In the event of a persistent dispute, it will be settled by an arbitral tribunal convened under the London Court of International Arbitration comprising one arbitrator nominated by each party and a third arbitrator appointed by mutual agreement by the two first arbitrators.

Signed in two original copies in English.

In Paris as of

The President of EHESS

Christophe Prochasson

In New York as of

The Provost of TNS

Tim Marshall