SUPPLEMENTAL AGREEMENT
FOR FACULTY AND RESEARCHER EXCHANGE
BETWEEN

JOHNS HOPKINS UNIVERSITY'S
KRIEGER SCHOOL OF ARTS AND SCIENCES
Baltimore, MD
U.S.A

AND

THE ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES
PARIS – LYON – TOULOUSE – MARSEILLE
FRANCE

PREAMBLE

With the objective of promoting academic collaboration between their faculty, graduate students and researcher, and pursuant to the Memorandum of Understanding entered into by the Johns Hopkins University (JHU) Krieger School of Arts and Sciences and the École des Hautes Études en Sciences Sociales (EHESS) in September 2018, the parties have agreed upon an exchange faculty and PhD students under the terms detailed in the following articles.

All other terms, conditions and provisions of the MOU shall remain in full force and effect. In the event of any conflict between the Supplemental Agreement and the MOU, the terms of the Supplemental Agreement shall control.

ARTICLE 1: EXCHANGE OF FACULTY, GRADUATE STUDENTS, AND RESEARCHERS

For the purposes of this Supplemental Agreement, “Home Institution” refers to the institution sending visiting graduate students, researchers, and/or faculty. “Host Institution” refers to the institution that receives visiting graduate students, researchers, and/or faculty.

1. JHU and EHESS recognize the value in supporting opportunities for their graduate students and faculty to spend time at each other’s institutions. This Supplemental Agreement outlines each institution’s responsibilities in hosting such visitors. This Supplemental Agreement does not override any of the Host Institution’s policies or procedures regarding visiting scholars, but simply services to clarify points of particular note.
   a. Application Process
      i. All applications of interested faculty, researchers and/or PhD students from either Home Institution to visit the Host Institution will be considered by the Host Institution on a case-by-case basis. PhD students must be recommended for visits by their doctoral supervisor, and accepted by the Host Institution. The Host Institution reserves the right of final approval on the acceptance of visiting PhD students, researchers and/or faculty.
ii. EHESS graduate students, researchers, and/or faculty interested in visiting JHU will first identify a JHU faculty member and apply directly to the JHU department or research unit. Visiting graduate students, researchers, and/or faculty from the EHESS will be subject to JHU policies and procedures.

iii. JHU faculty interested in visiting the EHESS will apply directly to the EHESS research officer in charge of the MOU according to the policies and regulations in force at EHESS. JHU PhD students and/or researchers interested in visiting EHESS will first identify a host supervisor at EHESS with the help of the host institution and apply to that supervisor’s specific department.

b. Health Insurance Coverage

i. Faculty, researchers and PhD student visitors must have health and liability insurance coverage for themselves and all accompanying dependents for the duration of their stay at the Host Institution. Insurance coverage must be compliant with the requirements of the relevant authority in the Host Institution’s country. If the visiting participant’s health insurance does not meet these requirements, the participant must purchase health and liability insurance immediately upon arrival at the Host Institution.

ii. Neither EHESS or JHU bears any responsibility for payment of health and liability insurance cost for visiting faculty, researchers and/or PhD students, including compensation for illness and injuries that occur while on the Host Institution’s campus.

c. Resources at the Host Institution

i. Faculty will retain salaries their Home Institutions. JHU agrees to provide visiting faculty with housing subsidies of $800-$1000 per month up to the equivalent of $5,000 as determined by the host department and dependent upon the agreed upon duration of the visit. EHESS agrees to provide a visiting faculty stipend in conformity with the visiting professor program of EHESS (at this date the gross monthly salary is between 4600€ and 5000€ depending on the status of the faculty, less social contributions and taxes of approximately 22% of the gross amount.) The Host Institution will provide visiting faculty with access to an equipped office and to all university libraries, computational, network and related facilities as reasonably necessary for visiting Faculty to conduct research. The number of faculty placements and financial terms will be determined by mutual agreement of the Parties prior to the start of the placements.

ii. PhD Students and Visiting Researchers: Affiliations and facilities for PhD students from either Home Institution will be considered on a case-by-case basis by the Host Institution and will be subject to acceptance by a specific department or other responsible unit of the Host Institution. The Host Institution is not responsible for the financial support of visiting PhD students or researchers. PhD students are responsible for all additional costs involved in their visit, including but not limited to, transport, accommodation, food, medical and liability insurance and other costs, unless one of the institutions or both agree in advance to contribute to such expenses. The Host Institution will provide PhD students and visiting researchers with access to libraries and services commensurate with service provided to graduate students at the Host Institution.

1. At JHU, EHESS PhD students and researchers may engage in independent research under the supervision of a JHU faculty supervisor.
EHESP Ph.D. students must go through the Visiting Graduate Student admission process and are required to enroll in a full course of study (research or coursework) each term they are at JHU. EHESS PhD are exempted from paying enrollment fees at JHU and will not receive a JHU transcript under this visiting program. EHESS PhD students will be sponsored for J1 visa status. JHU will provide EHESS PhD students and researchers with documentation necessary to obtain a J1 visa in their country of origin. EHESS researchers and visiting faculty will be given academic appointments for the duration of their stay at JHU (visiting scholar or visiting faculty) by their host departments.

2. At EHESS, JHU PhD students and researchers may engage in independent research under the supervision of an EHESS faculty supervisor and are welcomed in a center of research. JHU PhD students will be registered as non-degree visiting students ("Recherches doctorales libres") and will be responsible for obtaining the required visas in their country of origin. JHU PhD students and researchers are exempted from paying enrollment fees at EHESS, but may be required to pay to maintain registration status in their program at JHU. JHU PhD students will not receive a transcript from EHESS under this visiting program. EHESS will provide each JHU PhD student with an "audit report" documenting all courses attended during their time at EHESS.

iii. Research sojourns may be from four (4) to twelve (12) weeks, as agreed upon by the Host Institution.

ARTICLE TWO: TERM AND EXTENSION

1. This Supplemental Agreement shall take effect upon the approval of the appropriate authorities at the two institutions and will be valid for a period of five years from the date of signing. The agreement may be extended for an additional five years by written mutual agreement of the parties at least six months before the agreement terminates. If the Supplemental Agreement is not renewed by mutual consent, it will conclude at the end of the specified period.

2. The Supplemental Agreement may be terminated at the sole discretion of either party as long as the terminating party provides the other party three months written notice.

3. Upon expiration of the Supplemental Agreement, faculty, PhD students and researchers already participating in the exchange shall be permitted to complete their programs at the Host Institution and the applicable terms of this Agreement shall continue to govern their participation.

4. Other than the MOU which this Supplemental Agreement is entered unto under, this Supplemental Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements and understandings, whether verbal or in writing.

5. Neither party shall be responsible to the other for third-party acts or acts of nature beyond the parties’ control, such as, but not limited to, acts of war, terrorism, civil unrest, and weather emergencies.

6. The parties agree that neither party shall use the other party’s name, logo, mark, or any name that is likely to suggest a relationship with the other institution in any manner or medium without first obtaining the written permission of the other party.
7. This Supplemental Agreement does not include or establish any rights of exclusivity or non-competition. Either party may pursue without restriction, either express or implied based on the execution of this Supplemental Agreement, other opportunities of any nature including those which may be competitive with the Collaboration.

ARTICLE THREE: GENERAL

1. Nothing in this Supplemental Agreement shall be deemed to transfer ownership or license of any kind in a party’s intellectual property to the other party. The term intellectual property shall include but not be limited to all inventions, patients, data, know-how, copyrighted materials, trademarks, trade secrets, materials, research, protocols, and educational materials.

2. It is understood and agreed that neither party to this Supplemental Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this Supplemental Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

3. Until such time that the parties agree to permanent public relations protocols, they agree to issue joint announcements regarding this Supplemental Agreement.

4. Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this Supplemental Agreement.

5. In the event that a dispute arises under this Supplemental Agreement, the parties agree to make a good faith effort to resolve any difference amicably. If no resolution is achieved, EHESS and JHU agree to the appointment of a third party acceptable to both parties to resolve the matter and such resolution shall be binding on the parties.

6. In the event any provision of this Supplemental Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Supplemental Agreement.

7. The parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the two institutions.

8. This Supplemental Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

9. Nothing contained in this Supplemental Agreement shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or other immunity or privilege which either party may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national character or otherwise, or in accordance with international customary law.

10. This Supplemental Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Supplemental Agreement shall be valid or binding; and this Supplemental Agreement may not be enlarged, modified or altered except in writing, signed by the parties.
11. The headings used in the Supplemental Agreement are for administrative convenience only and are not to be used to interpret this Supplemental Agreement.

12. This Supplemental Agreement may be executed in duplicate and each original shall be equally effective. This Supplemental Agreement may be executed in counterparts and shall, when taken together be deemed fully executed.

In witness of above, two copies of this Supplemental Agreement are to be executed. Both parties will retain copies of the Agreement.

Signing for Johns Hopkins University

DATE: 10/17/18

Sunil Kumar
Provost and Senior Vice President for Academic Affairs

DATE: 9/13/18

Beverly Wendland
Dean, Krieger School of Arts & Sciences

Signing for the École des Hautes Études En Sciences Sociales

DATE: 30/10/18

Christophe Proglio
President

DATE: 30/10/18

Antonella Romano
Vice President for International Affairs