MEMORANDUM OF UNDERSTANDING

between

The Ecole des Hautes Etudes en Sciences Sociales,
The French Centre for Research on Contemporary China
and The University of Hong Kong acting through
its Faculty of Social Sciences

Between

The Ecole des Hautes Etudes en Sciences Sociales,
a scientific, cultural and professional public institution,
having its head office at 190 avenue de France, 75013 Paris, France,
represented by its president, Professor Pierre Cyrille Hautcoeur,
hereinafter referred to as EHESS, of one part

and

The French Centre for research on contemporary China (CEFC),
a joint research overseas centre (UMIFRE) of the French Foreign Ministry and
National Centre for Scientific Research (CNRS)
having its head office at 89 Lockhart Rd, Wanchai, Hong Kong
represented by its director Professor Sebastian Veg
duly authorized to sign this memorandum
hereinafter referred to as CEFC, of the other part,

and

The University of Hong Kong acting through its Faculty of Social Sciences (HKU),
having its head office at 11/F, Jockey Club Tower, Centennial Campus, HKU,
Pokfulam Road, Hong Kong,
represented by its Dean, Professor John P. Burns,
duly authorized to sign this memorandum
hereinafter referred to as HKU, of the other part,

Together referred to as the parties
Introduction:

Whereas the parties agree to sign a cooperation agreement in order to set up an exchange and collaboration program in relation to common activities providing a mutual benefit to the three institutions.

It is agreed as follows:

Article 1: Purpose

This memorandum of understanding is for the purpose of defining the terms of scientific and cultural cooperation between HKU, CEFC and EHESS in human and social sciences teaching and research areas.

Article 2: Areas of cooperation

The parties will, in the context of this agreement, promote:

- invitations to researchers and professors to participate in teaching and research programs;
- exchanges of masters or doctoral students;
- the elaboration of individual agreements on joint international thesis supervision;
- contacts between researchers and professors in the three institutions (conferences, colloquia, summer programs);
- joint research projects;
- the exchange of information relating to developments in training and research in the three institutions;
- the joint response to national or international calls of proposals;
- or any other activity that the Parties may agree on.

Article 3: Coordination

Each institution will appoint a coordinator to supervise and facilitate the implementation of this memorandum. The coordinators, together with the respective administrative staff in the three institutions, will be responsible for:

- promoting cooperation between the three institutions in the context of research and teaching activities for doctoral and masters students;
- being the primary contact point for individual and collective activities, planning and coordinating all activities within their institution and in partnership with the host institution;
- providing access to information on the equipment, research activities, publications, libraries, etc, in the partner institution;
- regularly meeting to assess the progress of activities and creating new ideas to develop new partnership agreements.
- CEFC, as a French institution based in Hong Kong, will act as coordinator and focal point to facilitate joint activities and identify suitable partners in the other institutions, in areas including but not limited to contemporary China studies.
Article 4: Implementation of cooperation actions and implementation agreements

This memorandum is to be seen as the memorandum of understanding. 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.

This memorandum is not a promise to finance. HKU, CEFC and EHESS undertake to take all measures possible, within the limits of their available material, financial and personnel resources, to develop the envisaged collaborations and to seek financial resources from external sources.

Article 5: Personnel

Unless otherwise stated in an implementation agreement, each institution retains the responsibility for expenses contracted by its personnel in the context of this memorandum.

Article 6: Confidentiality

6.1 Each party shall keep confidential all information disclosed to it by the other party ("Disclosing Party") pursuant to this MOU and the subject and terms of this MOU. The provision of this article will remain in force for a period of 2 years notwithstanding the expiry of the MOU.

6.2 The obligations of confidentiality contained in this MOU shall not apply to any information which:
(a) is already known to the party to which it is disclosed ("Recipient Party") without breach of this MOU;
(b) becomes part of the public domain without breach of this MOU;
(c) is obtained by Recipient Party from any third party who is under no obligation to the Disclosing Party to keep the information confidential;
(d) is at any time independently developed by the Recipient Party, as proven by its contemporaneous written records; or
(e) is disclosed as required by law or pursuant to an order of court or any requirement of legal process, regulation or governmental or quasi-governmental order, decree, regulation or rule.

6.3 Nothing herein will preclude EHESS, CEFC or HKU from making reports or disclosures as required by any organizations or government which provided funding for the activities/program/research under this MOU.

6.4 It is agreed that the provisions of this article cannot 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 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 7: Publications

All works, publications or advertising relating to this memorandum 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) and the name of the researchers in question. Each party has the right to determine conditions concerning the use of its logo.

Any publishing or communication of information, results or knowledge resulting from work carried out in the context of this memorandum by either party must have written approval from the other party, which party will advise its decision within a maximum 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 8: Duration

This memorandum will apply for five (5) years from the date it is signed. It can be renewed by way of supplementary agreement. Any modifications to this memorandum will also be by supplementary agreement signed by HKU, CEFC and EHESS.

Article 9: Modification, Termination

At the request of either party, this memorandum can be terminated by the parties, subject to three months' notice being given. In such situation, this memorandum will end: either at the end of the three months or when the doctoral and/or masters students registered under this memorandum at the time the notice is given have completed their respective courses or research. The termination will be effective without penalty. If this memorandum ends, neither HKU, CEFC nor EHESS will be liable to the other party for any financial or other loss of any kind that may result.

In the event of non-performance by either party of any of the obligations provided in this memorandum and one month after presentation of a registered letter with an acknowledgment of receipt containing a default notice that remains unsatisfied, this memorandum will, at the other party's discretion, be lawfully terminated without any legal formality at the exclusive fault of the other party, without prejudice to any damages and interest.
Article 10: Non-use of the other party’s name

Each party shall not use the name of the other party or any variation, adaptation, or abbreviation thereof, or the name of any of its officers, faculty members, students, employees, or agents, or any trademark owned by the other party, in any promotional material or other public announcement or disclosure or fund raising without the prior written consent of the other party.

Article 11: Non-binding

Save and except Article 6 and 10 hereof, this MOU shall not be legally binding upon the parties and contains only the understanding upon which the parties may proceed to negotiate the details of each activity.

Signed in four (4) original copies in English.

In Paris on

The President of the Ecole des Hautes Études en Sciences Sociales

Pierre Cyrille Hautcoeur

In Hong Kong on

The Dean of the Faculty of Social Sciences, The University of Hong Kong

John P. Burns

In Hong Kong, on

17.7.2015

The Director, French Centre for Research on Contemporary China

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