Implementation agreement for student, doctoral student, researcher and professor exchanges

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 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

In application of the memorandum of understanding signed between the parties, it is agreed as follows:

Article 1: Purpose

This agreement is for the purpose of promoting a program of exchanges for professors, researchers, masters and doctoral students between the Faculty of Social Sciences, The University of Hong Kong and the Ecole des Hautes Etudes en Sciences Sociales.

Such exchanges are for the purpose of developing research programs in all areas involving human and social sciences/in the areas of human and social sciences and in any other areas jointly decided by the Parties.

In particular in the fields of sociology, political science and history.
Part I
Student and/or doctoral student exchanges

Article 2
Each party is responsible for selecting its students and/or doctoral students likely to take part in this exchange program in accordance with the procedures and conditions applied by the other party, which reserves the right to accept or refuse such students.

The institution of origin sends the host institution the application forms for the student and/or doctoral student selected, complying with the calendar applying to each institution.

Article 3
The students and doctoral students who take part in this exchange program follow the academic calendar in their institution of origin and can be seconded for a period of up to one full academic year according to the terms of the host institution’s academic program.

The students and/or doctoral students selected for this exchange program can choose and follow the courses in the host institution provided such courses are of the same level or are comparable with those taught in their institution of origin. They must also have a good command of the host country’s language. The professor from the home institution, who is responsible for the exchange, will assess the language level of the students.

The students and/or doctoral students do not receive a diploma from the host institution under this exchange program.

Article 4
The students and/or doctoral students who participate in this exchange program pay the enrolment fees in their institution of origin and are exempted from paying enrolment fees in the host institution.

The students and/or doctoral students will be responsible for all additional costs involved in this exchange, which include transport, accommodation, food, medical insurance and other costs, unless one of the institutions or both agree in advance to contribute to such expenses.

All students under 28 years of age on October 1st of the current academic year who are hosted by the EHESS must be affiliated to the French Social Security.

Article 5
The two parties agree to maintain a balance in the number of students benefiting from the exchange program, with a maximum of three students per party per academic year (which do not include the PHD students registered in a joint international thesis supervision).
Article 6

The students and/or doctoral students selected for the exchange have the same rights and duties that the host institution acknowledges in its own students. They must comply with the law and university regulations and can be subject to sanctions in the event of breaches. The institution of origin must be informed of any breach by any of its students and/or doctoral students.

The host institution provides academic assistance to students and/or doctoral students during their stay.

Article 7

Students and/or doctoral students are responsible for obtaining the required entry or residency visas in their country of origin, it being understood that the host institution will provide the necessary supporting documents with due diligence.

Article 8

At the end of the exchange period, the host institution sends the institution of origin an official report containing the research activities carried out by each doctoral student.

Part II

Joint international thesis supervision

Article 9

Both parties indicate their intention to explore the possibility of a joint PhD programme under the existing frameworks and established procedures and regulations of both institutions.

Part III

Professor exchanges

Article 10

The two parties will be involved in developing the exchanges between the professors.

The number of the stays and the financial terms are determined annually by common agreement between the parties according to the regulatory provisions in force in the institutions. The stay in the host institution will be one month in accordance with the corresponding academic program.

Article 11

The two parties can apply for financial resources for the implementation of the exchange program within the framework of inter-governmental agreements and from national, European or international organisations.
Article 12

The professors who participate in the exchange program must undertake the necessary steps relating to their stay as provided for in the system applying in each institution. In particular, they must obtain the necessary absence authorisations for the time they spend in the host institution.

Article 13

Professors who participate in the exchange program present their institution of origin with a written report on activities undertaken during their stay.

Part IV

General provisions

Article 14

This agreement is entered into force for the duration of the memorandum of understanding cited above, ie, five (5) years from the date it is signed. It can be renewed by way of a written supplementary agreement duly signed by the authorized representatives of both parties.

Article 15

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 such situation, the students, doctoral students, researchers and professors whose exchanges have been accepted by the institutions will not be affected and can finish their programmed activities.

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.

Signed in two (2) original copies in English.

In Paris on

The President of the Ecole des Hautes Etudes en Sciences Sociales

Le Président

Pierre Cyrille Hautcoeur

In Hong Kong on

14. 7. 2015

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

John P. Burns