SCIENTIFIC COOPERATION FRAMEWORK AGREEMENT
between
ECOLE DES HAUTES EN SCIENCES SOCIALES
and
THE AUSTRALIAN NATIONAL UNIVERSITY

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 190 avenue de France, 75013 Paris, France,
represented by its president, Prof. Pierre-Cyrille Hautcoeur, of one part

and

The Australian National University, hereinafter referred to as ANU,

(ABN 52 234 063 906, CRICOS Provider No. 00120C), an institution pursuant to the Australian National University Act 1991 (Cth) of Acton, in the Australian Capital Territory, Australia,

represented by its Deputy Vice-Chancellor (Research), Professor Margaret Harding (or representative), of the other part,
duly authorized to sign this agreement

Together referred to as the parties

Having regard to the agreement signed by EHESS and ANU dated 28 June 2016 for a period of five (5) years.

Introduction:

1) Considering that the two parties are interested in developing programs in common and that they have already commenced joint activities, they agree to sign a collaboration agreement aimed at promoting the completion of research and training projects and the exchange of knowledge.

2) For the past few years, exchanges of researchers and professors have taken place between ANU and EHESS in the human and social sciences area. In order to consolidate such exchanges, to extend them to other scientific areas, in particular in the area of large scale international collaborative schemes and, more generally, to reinforce their scientific,
educational and cultural partnership relationship, the Parties agree to implement a collaboration agreement aimed at promoting research and training projects and the exchange of knowledge.

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 human 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 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**

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 School for Advanced Studies in the Social Sciences:
- the Research Development Director,
- the scientific coordinator(s) responsible for such cooperation

For the Australian National University:
- the Deputy Vice-Chancellor (Research)
- the scientific coordinator(s) responsible for such cooperation

The chairman of the committee is appointed from among the committee members. The committee numbers are increased, if required, by science personalities 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 the implementation agreements.

Article 5: Resources applied

This 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.

AGREED PRINCIPLES

The Parties agree and acknowledge 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 by each party in the purchase of such property. At the end of the agreement, the parties mutually decide on how to divide up the co-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 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 made jointly agreed to 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:

- 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**

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.

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 Pierre-Cyrille Hautcoeur

Date: 28 Jun 2016

In Paris

Deputy Vice-Chancellor (Research),
The Australian National University

Professor Margaret Harding

Date: 28 Jun 2016