Implementation Agreement
for
Student, doctoral student, researcher and professor exchanges

Between

The Ecole des hautes études en sciences sociales [School for Advanced Studies in the Social Sciences], hereinafter referred to as “EHESP”
a scientific, cultural and professional public institution,
having its head office at 190 avenue de France, 75013 Paris (France),
represented by its president, Mr 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,

Together referred to as “the parties”

Preamble:

Parties wishing to develop and deepen relations between the two institutions signed an inter-
university cooperation agreement on 28 June 2016, for 5 years, hereinafter referred to as "the
Framework Agreement". As set out in the Framework Agreement, the cooperation actions
jointly decided by the parties give rise to implementation agreements that specify the
objectives, resources and terms of implementation, hereinafter referred to as “Implementation
Agreement”.

All Implementation Agreements will follow the general Agreed Principles as set out in the
Articles 7-11 of the Framework Agreement.

It is agreed as follows:

Article 1: Purpose

This Implementation Agreement is for the purpose of promoting a program of exchanges for
professors, researchers, masters and doctoral students between ANU and EHESS.

Such exchanges are for the purpose of developing study and research programs in the
Humanities and Social Sciences and in any other areas jointly decided by the Parties.
PART I - STUDENT AND/OR DOCTORAL STUDENT EXCHANGES

Article 2

Students will be nominated by their home institution on the basis of academic merit and suitability for study at the host institution. The names and details of the students shall be submitted to the host institution beforehand for approval. The host institution reserves the right to reject candidates.

Eligible students are required to be graduate students who are enrolled in either the MA or Ph.D. program at their home institution.

Starting in 2017 and continuing for the duration of this agreement, up to 5 students per year from ANU can be hosted to study at EHESS, and up to 5 students from the EHESS per year can be hosted to study at ANU.

Exchange students will pursue an academic program developed in consultation with the student’s home institution. The host institution will permit exchange students to enrol in a normal full-time course load and in all courses where they meet the host institution’s prerequisites and language proficiency requirements.

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 1 year.

The deadline for selections of EHESS students seeking to enrol at ANU will be 1 October for the first semester and 1 March for the 2nd semester. For ANU students seeking to enrol at EHESS, the deadline for selections will be 2 May for the first semester and 31 October for the 2nd semester. Each selection will be accompanied by a fully completed set of application materials.

The students and/or doctoral students selected 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. The training itinerary should be validated by the home institution. Exchange students shall be enrolled as non-degree students at the host institution with credit to be transferred back to the home institution. Transcripts will be provided to the home institution. The host institution will provide the students with appropriate academic advisors.

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

The organisation of joint international PhD dissertation will give rise to individual agreements for joint international thesis supervision signed by the doctoral student and the thesis director in each institution.

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.
Article 5

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 of the host institution. The home institution must be informed of any breach by any of its students and/or doctoral students. If required, students can be subject to sanctions in their home institution.

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

Article 6

ANU Students and/or doctoral students who are not European Union nationals are responsible for obtaining the required visa and/or resident card in their country of origin and/or the host institution’s country.

The students and doctoral students will be responsible for all additional costs involved in this exchange, which include transport, accommodation, food, medical insurance and other costs.

HESS students intending to enrol at ANU must take out Overseas Student Health Cover (OSHC) prior to departure as a condition of their student visa. ANU students intending to enrol at HESS must ensure that they will receive the appropriate health coverage during their stay. Any medical expenses that exceed the coverage provided by such insurance will be borne by the exchange student.

Article 7

ANU scientific contact: Professor Jacqueline Lo, Associate Dean (International), ANU College of Arts and Social Sciences (jacqueline.lo@anu.edu.au)
ANU student exchange administrative contact: Mr Rohan McCarthy-Gill, Manager, Global Programs (rohan.mccarthy-gill@anu.edu.au)

HESS scientific contact: Professor Laurent Dousset (laurent.dousset@ehess.fr)
HESS student exchange administrative contact: Office of Information and International Student Mobility (SIMI) (simi@ehess.fr)
PART II – RESEARCHERS AND/OR PROFESSORS EXCHANGE

Article 8

The two parties can each year invite up to 2 professors/researchers. The following articles detail the procedures for visiting professors and for visiting researchers.

Article 8-1

Professors invited to teach at EHESS must have an invitation letter from a professor at EHESS who will organise his or her teaching (4 lectures in seminars). Applications for a position of visiting professors are submitted by the inviting professor from EHESS to the approbation of the General Assembly of the EHESS. The duration of the stay is one month.

ANU will send the files of professors interested in teaching at EHESS, specifying the date of his or her arrival and the period of stay to the scientific coordinator at EHESS, at the latest on 1 December in the university year preceding the exchange. This file will also include the letter of invitation provided by an EHESS professor, the candidate’s personal details, his or her scientific program (in particular, the themes of his or her lectures) and his or her CV. The stays will take place during the following university year (November to June).

For professors interested in teaching at ANU, the EHESS will send the candidate’s file specifying the date of his or her arrival and the period of stay to the scientific coordinator to ANU, at the latest on 1 December in the university year preceding the exchange. This file will also include a letter of invitation provided by an ANU professor, the candidate’s personal details, his or her scientific program (in particular, the themes of his or her lectures) and his or her CV. The stays will take place during the following university year (November to June). The duration of the stay is four weeks in maximum.

For the visiting professors, the host institution provides the professors with administrative support during their stay. The institution of origin retains the liability to pay the professor’s salary and transport costs. The host institution will pay for the accommodation.

The visiting professors will be responsible for all additional costs involved in this exchange, which includes medical insurance.

Article 8-2

Visiting researchers (other than visiting professors) who are willing to undertake a research mobility are chosen from amongst the candidates proposed by the institution of origin.

The ANU will send the candidate’s file specifying the date of his or her arrival and the period of stay to the scientific coordinator at EHESS, at the latest on 1 March in the university year preceding the exchange.

In the case of visiting researchers, transport, international medical insurance, accommodation and subsistence costs will be paid by the home institution.
The duration of the stay in the host institution will be decided on a case-by-case basis between the parties.

Article 8-3

In the context of available programs, the two parties can apply for financial resources to be allocated for the implementation of the exchange program within the framework of inter-governmental agreements and from national, European or international organisations.

Article 9

The professors/researchers 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 10

Professors/researchers who participate in the exchange program present their institution of origin with a written report on activities undertaken during their stay.
PART III - GENERAL PROVISIONS

Article 11

This agreement is entered into for the duration of the Framework Agreement cited above, i.e., five (5) years from date of signature of the agreement. It can be renewed by way of a supplementary agreement.

Article 12

Both Parties acknowledge that the visiting staff will continue to be bound by the Code of Conduct and policies applying at their home institution. Staff must also:

(a) comply with policies and any reasonable directions of the host institution relating to work health and safety; and

(b) to the extent it does not conflict with applicable Codes of Conduct and policies of the home institution, comply with any applicable regulations, policies and reasonable directions of the host institution.

Article 13

Intellectual Property

1) The ownership of Intellectual Property which exists prior to the commencement of this Agreement will not be altered or transferred merely by virtue of its use for the purposes of this Agreement.

2) Intellectual Property in all Material provided by one Party to the other Party vests in the providing Party not the receiving Party.

3) All rights, title and interests in any studies, reports or other Materials, graphic or otherwise, prepared by a Party will belong to that Party and may not be made use of except with that Party’s prior written permission.

4) Where an exchange jointly develops Intellectual Property while on Exchange the Parties will negotiate ownership of such Intellectual Property having due regard for each Party’s contribution and Intellectual Property policies and governance requirements of the respective universities.

5) Any Intellectual Property in the logos or names remains the property of the respective Party.

6) The provisions of Article 13 will survive termination of this Agreement.

Article 14

Privacy

The Parties acknowledge and agree that ANU is bound by the provisions of the Privacy Act 1988 (Cth) (“Privacy Act”) and EHESS is bound by the European Union Data Protection Directive. The Privacy Act requires ANU to pass on the obligations outlined in this clause to a third Party where ANU is providing Personal Information to that third Party. For the purposes of this Agreement “Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. The Parties agree to comply with the privacy requirements set out in Schedule 2.

Article 15
Confidential Information

1) All information relating to this Agreement and furnished by one Party to the other and marked 'Confidential' will be kept confidential by the receiving Party, and will not be disclosed to any third Party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the Parties.

2) Article 15 will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of that information; information which is independently developed by the receiving Party; information required to be released by law; or information which is rightfully received by the receiving Party from third parties without accompanying secrecy obligations.

3) Each Party, in giving an undertaking not to disclose, is to arrange for its officers, employees, agents and subcontractors engaged in the performance of its obligations under this Agreement to give an undertaking, and if requested by the other Party this undertaking may be asked for in written form, to the non-disclosure of such confidential information except for the performance of duties under this Agreement. Each Party will arrange promptly on execution of this Agreement for all such undertakings to be given.

4) Article 15 will survive the expiration or termination of this Agreement for two years from the date of expiration or termination of this Agreement.

Article 16

Marketing and ESOS Act
Australian law requires providers of education and training courses to overseas students to be registered and comply with the requirements of the Education Services for Overseas Students Act 2000 (Cth) ("ESOS Act") and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 ("National Code") made pursuant to the ESOS Act. ANU is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Its CRICOS provider code is 00120C. To ensure that ANU complies with its legislative obligations, EHESS agrees that it will identify "The Australian National University" as the Australian provider of the Program and include the ANU CRICOS code in all written material, including material in electronic form, concerning the Program. Such materials will generally be provided by ANU. EHESS agrees to advertise and promote the Program and to honour and respect ANU’s obligations set out in the ESOS Act and National Code, a summary of which is set out in Schedule 1.

Article 17

Negation of Partnership and Agency

1) The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.

2) A Party will not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party, unless specifically referred to as such under applicable statute law in Australia or France.

Article 18

Force Majeure Event

1) Notification of Unexpected Event
If an Unexpected Event affecting a Party precludes that Party (Precluded Party) partially or wholly from complying with its obligations under this Agreement then:
(a) as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and
(b) to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.

2) Article 18 does not apply to any obligation to pay money.

**Article 19**

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.

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, the dispute will be settled by an arbitral tribunal comprising one arbitrator nominated by each party and a third arbitrator appointed by mutual agreement by the two first arbitrators.

All provisions of the Framework Agreement fully apply to this Implementation Agreement. If any provision of this agreement is held to violate one or more provisions of the Framework Agreement, the provisions of this Implementation Agreement shall prevail.

Signed in two original copies in English,

**In Paris**  
The President of the EHESS  
Professor Pierre-Cyrille Hautcoeur  
Date: 28 June 2016

**In Paris**  
Deputy Vice-Chancellor (Research),  
The Australian National University  
Professor Margaret Harding  
Date: 28 June 2016.
SCHEDULE 1: ESOS ACT REQUIREMENTS

1. ANU is subject to the provisions of Australian legislation called the *Education Services for Overseas Students Act 2000* (Cth) (‘the ESOS Act’). The ESOS Act imposes certain requirements on ANU in relation to overseas students, including that ANU ensure that institutions with which it collaborates also comply (where appropriate) with the ESOS Act provisions. This schedule summarises the provisions with which ANU must ask EHESS to comply.

2. In recognition of the obligations that ANU has under Australian law, EHESS agrees to:
   2.1 observe the highest standards in honesty, quality of service and ethics; and particularly those described in paragraph 2.3 below;
   2.2 if ANU asks EHESS to do so, give ANU any information ANU considers reasonably necessary to assess EHESS’s credentials to act in the Program. ANU may use or disclose that information to any person it reasonably considers necessary to allow it to check HU Berlin properly. However, ANU will not use that information for any other purpose;
   2.3 follow and give these undertakings:
      2.3.1. to market ANU education and training services in a professional manner which maintains the integrity and reputation of the tertiary education industry and ANU;
      2.3.2. to provide current, full, free and accurate information about ANU, its courses of study (including English language proficiency and acceptance requirements) and facilities, based only on official information that ANU provides to it;
      2.3.3. to recruit/select students in an honest, ethical and responsible manner;
      2.3.4. to ensure that all necessary evidence and documentation accompanies a prospective student’s application;
      2.3.5. to advise prospective students that they are required to provide to ANU accurate contact details, including updates of these details as necessary;
      2.3.6. not to publish information or engage in practices that are misleading, inaccurate or damaging about ANU or another Australian tertiary institution;
      2.3.7. not to guarantee or imply the availability of employment to a prospective student while they are studying at ANU;
      2.3.8. not to guarantee or imply immigration or residency opportunities for prospective students while studying in Australia;
      2.3.9. to inform prospective students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis and that any school-aged dependent children accompanying them to Australia will be required to pay full fees if they enrol in either government or non-government schools;
      2.3.10. to provide to prospective students with current, relevant and accurate information about living in Australia, including costs and accommodation options;
      2.3.11. to represent itself and ANU in a way that upholds the dignity and reputation of both Parties;
      2.3.12. to accept no inducement for and make no promises about attending ANU; and
      2.3.13. where any prospective student does not meet ANU admission standards to promptly advise them that they do not.
SCHEDULE 2: PRIVACY ACT

1. The Parties agree to:

   i. use Personal Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

   ii. take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;

   iii. cooperate with any reasonable demands or inquiries made by ANU regarding use or disclosure of Personal Information;

   iv. ensure that any person who has access to any Personal Information is made aware of, and undertakes, to observe the obligations referred to in this Schedule;

   v. indemnify the other Party as the circumstances require, in respect of any loss or expense suffered or incurred by the other Party arising out of or in connection with a breach of the obligations in this Schedule or any misuse of Personal Information.

2. The Parties will ensure that exchange students are informed prior to commencing a student exchange that their grades and other information necessary for admittance to the exchange program and monitoring of performance during the exchange program will be provided by ANU to EHESS and by EHESS to ANU. In order to comply with this clause, each Party will obtain the student’s written consent to allow the transfer of information from one Party to the other Party.