

MEMORANDUM OF UNDERSTANDING
Between the
ECOLE DES HAUTES ETUDES EN SCIENCES SOCIALES
and the
HIGHER SCHOOL OF ECONOMICS
NATIONAL RESEARCH UNIVERSITY

Between

The Ecole des hautes études en sciences sociales, 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, Mr François Weil, of one part

and

The Higher School of Economics, National Research University, hereinafter referred to as
HSE,
having its head office at 20 Myasnitskaya str, 101000 Moscou, Russia,
represented by its vice-rector, Alexander Shamrin, of the other part,
duly authorized to sign this memorandum

Together referred to as the parties

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.

It is agreed as follows:

Article 1: Purpose

This memorandum of understanding 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, particularly in the areas of history, economics, philosophy,
demography and sociology/political sciences.

Article 2: Areas of cooperation

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

- the implementation of joint research or training programs,

- the exchange of scientific and technical information and documentation,
- the organisation of seminars, colloquia, conferences or summer schools,
- 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

A combined supervisory committee is created as follows:

For the Ecole des hautes études en sciences sociales:

- the President of EHESS or his representative,
- the Research Development Director,
- the scientific coordinator responsible for such cooperation

For the Higher School of Economics:

- the rector or his representative
- 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 MOU 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.

The parties will do their utmost to facilitate the exchange of researchers and professors of the respective institutions by helping them to obtain visas and to organize their accommodations.

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 MOU or the implementation agreements.

Article 7: Materials

The parties remain owners of the real and personal property that they make available for the application of this MOU 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 MOU, 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 MOU 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:

- they were already aware of the said information before signing this memorandum;
- 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. 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 MOU.

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 MOU; 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 their own personnel or by service personnel from the other party placed under their 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 MOU 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 MOU 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 MOU by either party must have written approval from the other party, who will advise their 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 MOU 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 MOU is entered into for a period of 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 MOU will be made by a supplementary agreement signed by the two parties.

At the request of either party, this MOU can be terminated by the parties, subject to three months' notice being given. In such situation, the parties will attempt to complete any joint actions that have been commenced.

In the event of non-performance by either party of any of the obligations provided in this MOU 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, it 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.

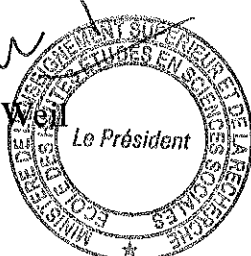
Signed in six original copies, two in French, two in English and two in Russian, the English version being authoritative.


In Moscow on *March, 13, 2012*

The President of the Ecole des
hautes études en sciences sociales

The Vice-Rector
of the National Research University
Higher School of Economics


François Weil
Le Président




Alexander Shamrin

