RENEWAL OF THE MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

FACULTY OF SOCIAL SCIENCES, THE UNIVERSITY OF HONG KONG
("HKU")

AND

L'ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES ("EHESS")

THE FRENCH CENTRE FOR RESEARCH ON CONTEMPORARY CHINA
("CEFC")

HKU, Hong Kong, China, EHESS and CEFC are linked to set up an exchange and collaboration programme in relation to common activities providing a mutual benefit to the three institutions.

1. Purpose

This MOU serves as a written understanding of defining the terms of scientific and cultural cooperation between HKU, EHESS and CEFC in human and social sciences teaching and research areas.

2. Objective, Scope, and Major Activities

The parties agree to encourage the development of the following types of activities (please check all that apply):

X Invitations to researchers and professors to participate in teaching and research programmes.
X Exchanges of masters or doctoral students.
X Elaboration of individual agreements on joint international thesis supervision.
X Contacts between researchers and professors in the three institutions (conferences, colloquia, summer programmes).
X Joint research projects.
X Exchange of information relating to developments in training and research in the three institutions.
X Joint response to national or international calls of proposals.
X Other activity that the parties may agree on.
3. Responsibilities of the Parties

Each party will appoint a coordinator ("Coordinator") to supervise and facilitate the activities contemplated by this MOU. With respective administrative staff in the parties, will be responsible for:

- Promoting cooperation in the context of research and teaching activities for doctoral and masters students.
- Primary contact point for individual and collective activities, planning and coordinating all activities.
- Provide access to information on the equipment, research activities, publications, libraries, etc.
- Regular 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 Research.

The parties recognize that the implementation of any agreed upon activity will depend upon the interest and expertise of the individual involved and the availability of financial resources, personal resources and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative activity based on this MOU shall be separately negotiated and documented in a writing signed by the parties.

4. Publications

All works, publications or advertising relating to this MOU will note the collaboration between the parties. In addition, the parties' names (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 (2) months after the request. After such period and in the absence of a reply, the approval will be deemed to have been given.

5. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when signed by the parties. The MOU will remain in effect for five (5) years form the Effective Date, below, and may be renewed or amended by mutual written agreement of the parties. This MOU can be terminated at any time by providing written notice of such termination by any parties. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU.

6. General Terms

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by all parties, its officers, employees, or agents against the other parties, its officers, employees, or agents.

If any disputes arise out of this agreement, the parties agree to seek non-litigious
means to resolve them. The Dean of Faculty of Social Sciences, HKU and the President of EHESS and Director of CEFC, or their designees, shall attempt to resolve any dispute or misunderstanding through collaboration.

Nothing in this MOU obligates the parties to commit or transfer any funds, assets, or other resources in support of projects or activities.

Neither party will use the name of the other, either expressly or by implication, in any public statement, press release, publicity, solicitation or advertisement without the prior written approval of the other party, which may be granted or withheld in the other party’s absolute discretion.

Both parties agree to keep all students’ data in strict confidence, and use them solely for the purpose of teaching and research programmes.

Neither party shall be responsible to the other party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profits, loss of revenue or loss of contracts.

The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other cause beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this agreement.
7. Signatures

This MOU shall enter into force when fully-executed by qualified representatives of each party, as of the date of the last signature (the "Effective Date").

L'École des Hautes Études en Sciences Sociales

Signature: [Signature]
Printed Name: Professor Christophe Prochasson
Title: President of the Ecole des Hautes étude en sciences sociales
Date: 5 March 2021
Phone Number: [Number] E-Mail Address: [Address]

The French Center for Research on Contemporary China

Signature: [Signature]
Printed Name: Professor Pierre Miège
Title: Director
Date: 16 April 2021
Phone Number: [Number] E-Mail Address: [Address]

The University of Hong Kong

Signature: [Signature]
Printed Name: Professor William Hayward
Title: Dean, Faculty of Social Sciences
Date: 16 April 2021
Phone Number: 852-3917-1201 E-Mail Address: whayward@hku.hk
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 Christophe Prochasson,
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 William Hayward,
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-governamental 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, i.e., 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 5/3/2021

The President of the Ecole des Hautes Etudes en Sciences Sociales

Christophe Prochasson

In Hong Kong on 16 APR 2021

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

William Hayward