MEMORANDUM OF UNDERSTANDING
Between the
ECOLE DES HAUTES ETUDES EN SCIENCES SOCIALES
and
FUDAN UNIVERSITY

Between

The Ecole des hautes études 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, M. Christophe PROCHASSON, hereinafter referred to as EHESS, of one part

and

Fudan University, having its head office at 220 Handan Road, Shanghai, 200433, China represented by its president Prof. XU Ningsheng, duly authorized to sign this memorandum, hereinafter referred to as Fudan, of the other part,

Together referred to as the parties

Considering that the two parties are interested in developing programs in common, 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

This framework agreement is for the purposes of defining the terms of scientific and cultural cooperation between Fudan University and the EHESS in human and social sciences teaching and research areas.

Article 2

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

- invitations to researchers and professors to participate in teaching and research programs;
- exchanges of masters or doctoral students;
- the elaboration of individual agreements on joint international thesis supervision;
- contacts between researchers and professors in the two institutions (conferences, colloquia, summer schools);
- joint research projects;
- the exchange of information relating to developments in training and research in the two institutions;
- the joint response to national or international calls of proposals;
- or any other activity that the Parties may agree on.
Article 3

Each institution will appoint a coordinator to supervise and facilitate the implementation of this agreement. The coordinators, together with the respective administrative staff in the two institutions, will be responsible for:

- promoting cooperation between the two institutions in the context of research and teaching activities;
- being the primary contact point for individual and collective activities, planning and coordinating all activities within their institution and in partnership with the host institution;
- providing access to information on the equipment, research activities, publications, libraries, etc, in the partner institution;
- regularly meeting to assess the progress of activities and creating new ideas to develop new partnership agreements.

Article 4

This agreement is to be seen as a memorandum of understanding. The jointly decided cooperation actions give rise to the drawing up of implementation agreements that specify the objectives, resources and terms of implementation. 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.

This agreement is not a promise to finance. Fudan University and EHESS undertake to take all measures possible, within the limits of their available material, financial and personnel resources, to develop the envisaged collaborations and to seek financial resources from external sources.

Article 5

Unless otherwise stated in an implementation agreement, each institution retains the responsibility for expenses contracted by its personnel in the context of this agreement.

Article 6

All 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) and the name of the researchers in question.

The intellectual property hereunder, includes but not limited to patent right, copyright, trademark right, software copyright, technical secret and trade secret in accordance with applicable laws and regulations. Any existed intellectual properties of the parties involved in the research activities shall be owned by the original property owner respectively. The cooperating party shall keep confidential the intellectual properties of the other party. Any new intellectual properties created during the research activities shall be distributed as follows: each party shall be the sole and exclusive owner of the intellectual properties created by such party’s
independent work; both parties shall be the joint owners of the intellectual properties created by their collaborative work, with the shares of each party in proportion to its actual contribution, and no party shall disclose such intellectual properties to third parties without the other party’s prior consent. The attribution of the intellectual properties created during other projects of the parties shall be determined and executed separately in accordance with the project cooperation agreement. 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 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 7**

Subject to the laws of the host country and regulations of the host university, the two parties agree that the program activities will be conducted in a sound academic manner, and the cultural traditions and value systems of the program students’ home countries will be respected. At the administration level, the two parties will properly handle concerns if ever arising from the students regarding the above.

The two parties shall make members of the two parties who participate in the activities under this agreement know their obligations of abiding by the laws and related rules and regulations of both countries when they are physically located in the host country.

**Article 8**

This agreement will apply for five (5) years from the date it is signed. It can be renewed by way of supplementary agreement.

Any modifications to this agreement will also be by supplementary agreement signed by Fudan University and EHESS.

**Article 9**

At the request of either party, this agreement can be terminated by the parties, subject to three months’ notice being given. In such situation, this agreement will end: either at the end of the three months or, if need be, when the doctoral and master students registered under this agreement at the time the notice is given have completed their courses or research. The termination will be effective without penalty. If this agreement ends, neither Fudan University nor EHESS will be liable to the other party for any financial or other loss of any kind that may result.

In the event of non-performance by either party of any of the obligations provided in this agreement and one month after 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 other party, without prejudice to any damages and interest.

Any dispute arising from or in connection with the execution, interpretation and/or performance of this document will be settled through amicable negotiation between the parties. In the event no settlement can be reached within 60 days upon the commencement of such negotiation, the dispute may be brought before the Paris Administrative Court for litigation, in which case the governing law shall be the law of
France; or may be brought before the People's Court in Shanghai, while in such case the governing law shall be the Chinese law.

Signed in two (2) original copies in English.

In Paris

The President of the Ecole des Hautes etudes en sciences sociales

Christophe PROCHASSON

15/03, 2019

In Shanghai

The President of Fudan University

XU Ningsheng

13/03, 2019