MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COOPERATION
BETWEEN

JOHNS HOPKINS UNIVERSITY
KRIEGER SCHOOL OF ARTS AND SCIENCES
BALTIMORE, MARYLAND, U.S.A.

AND

THE ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES
PARIS – LYON – TOULOUSE - MARSEILLE
FRANCE

Johns Hopkins University (JHU) and The École des Hautes Études en Sciences Sociales (EHESS) enter into this non-binding Memorandum of Understanding ("MOU") in order to promote and facilitate international cooperation in education and research.

1. Both parties agree to endeavor to promote collaboration in education and research through a wide spectrum of initiatives that may include, though may not be limited to, the following:
   a) Joint education, cultural and research activities;
   b) Short and long-term visits by faculty, graduate students, and postdoctoral fellows;
   c) Participation in seminars, workshops, and academic meetings;
   d) Exchange of academic publications and reports;
   e) Other cooperative activities as appropriate

This MOU does not create any legal and or financial relationship between the parties. Nor does this MOU create any obligation for a party or bind either party in any way. Rather, this MOU is designed to facilitate and develop a genuine and mutually beneficial working relationship from which further collaborations may develop.

Accordingly, before any of the contemplated activities can be implemented, both parties shall discuss the issues involved to the satisfaction of each party. For each separate activity, the parties shall enter into a Supplemental Agreement which shall reflect, among other things, the parties mutually agreed objectives, the funding arrangements, and the allocation of responsibility for that activity.

Each Supplemental Agreement will be appended to this MOU as a schedule, and the terms of the Supplemental Agreement will control the administration of the activity described. To the extent that the MOU and a Supplemental Agreement are ever determined to be inconsistent, the language of the MOU shall be deemed controlling for the purposes of the activity described in that Supplemental Agreement.

The specific terms of this MOU do not preclude the development of future collaborative ventures or projects not mentioned in this document.
2. This MOU shall become effective on the first day after both parties' have signed the document, and shall remain in effect for five (5) years from that date. The MOU may be extended for additional four-year periods upon the written consent of both parties. If the MOU is not renewed by mutual consent, the MOU will conclude at the end of the specified period.

3. This MOU may be terminated at the sole discretion of either party as long as the terminating party provides the other party two months written notice. However, any such termination will not affect programs in existence which are subject to a Supplemental Agreement.

4. This MOU may be amended by the written consent of both parties.

5. The parties agree that neither party shall use the other party's name, logo, or mark of any party affiliate or employee in any promotional material, advertisement, announcement, or press release without first obtaining the written permission of the other party.

6. Each Party shall designate a person or office to serve as liaison for implementing this MOU. For JHU, the contact person will be the Vice Dean for Humanities and Social Sciences, Krieger School of Arts and Sciences. For EHESS, the contact person will be the Vice President for International Affairs.

7. Nothing in this MOU shall be deemed to transfer ownership or license of any kind in a party's intellectual property to the other party. The term intellectual property shall include but not be limited to all inventions, patents, data, know-how, copyrighted materials, trademarks, trade secrets, materials, research, protocols, and educational materials.

8. It is understood and agreed that neither party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

9. Until such time that the parties agree to permanent public relations protocols, they agree to issue joint announcements regarding this MOU and specific projects.

10. Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this MOU.

11. In the event a dispute arises under this MOU, the parties agree to make a good faith effort to resolve any difference amicably. If no resolution is achieved, EHESS and JHU agree to the appointment of a third party acceptable to both parties to resolve the matter and such resolution shall be binding on the parties.

12. In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.
13. The parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the two institutions.

14. This MOU shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

15. Nothing contained in this MOU shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or other immunity or privilege which either party may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national character or otherwise, or in accordance with international customary law.

16. This MOU contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified or altered except in writing, signed by the parties.

17. The headings used in the MOU are for administrative convenience only and are not to be used to interpret this MOU.

18. This MOU may be executed in duplicate and each original shall be equally effective. This Memorandum may be executed in counterparts and shall, when taken together be deemed fully executed.

Signing for Johns Hopkins University

Sunil Kumar
Provost and Senior Vice President for Academic Affairs

Date

Beverly Wendland
Dean, Krieger School of Arts And Sciences

Date

Signing for the École des Hautes Études en Sciences Sociales

Christophe Prochasson
President Vice-président

Date

Antonella Romano
Vice President of International Affairs

Date