



INTERNATIONAL COOPERATION AGREEMENT

N° 2021-6966

In accordance with the French Education Code, particularly Articles L. 123-7 and D.123-15 to D.123-21 concerning international cooperation of Higher Education public institutions under the authority of the French Ministry of Education,

Between:

AIX-MARSEILLE UNIVERSITY

Public Higher Education Institution of scientific, cultural and professional character

IRET : 130 015 332 00013/ Code APE/NAF 85.42Z Enseignement supérieur

Located 58 boulevard Charles Livon, Jardin du Pharo, 13284 Marseille Cedex 7, France

Represented by its President, Professor Eric BERTON duly authorized to approve this agreement by the board of the University, on January 14th 2020,

hereinafter referred to as **AMU**

And:

UNIVERSITY OF RAJASTHAN

Public educational institution of higher education having its registered head offices at Jawahar Lal Nehru Marg, Jaipur, India

Represented by its Vice-Chancellor, Prof. Rajeev Jain

hereinafter referred to as **UNIRAJ**

collectively referred to as the "**Parties**",

desirous to promote international collaboration and efficient exchanges between the two institutions.

The Parties agree as follows:

Article 1: Fields of cooperation

The collaboration concerns all common scientific fields of both institutions.

Article 2: Objectives

2.1. UNIRAJ on the one hand, and AMU on the other, hereby agree to promote academic cooperation in the matter of higher education and research in the fields they have in common, under the terms and conditions specified below, with a view to:

a. Facilitate the exchange of students in the framework of current programmes or those programmes appropriate to be developed, or lab work or internships;

b. Promote training and staff exchange between the Parties;

c. The Parties shall exchange teaching materials, dissertation abstracts, publications edited by Information and Public relations offices in the departments, publications from both institutions.

2.2. The two institutions will be able to establish joint courses. Details relating to the length of courses, the way teaching is organised, educational and administrative management and financial provisions will be the subject of a specific agreement.

means and requirements for entry to the country as well as to the Code of Conduct that applies in the host institution.

Detailed methods for exchanging students as well as financial provisions will be the subject of a specific agreement.

Article 4: Means and financial provisions

For the implementation of the present agreement, the Parties will attempt to obtain the necessary means for the realisation of corresponding projects from the national, European and international authorities. Any potential linked specific memorandum will be provided with financial appendix when required.

The exchange student must pay registration fees at his or her home institution and will be exempted from tuition fees at the host institution.

Save by express agreement, the host institution shall not take on any responsibility for expenses incurred by exchange teaching/research staff and students:

- Expenses linked to research projects;
- National and international travelling expenses;
- Accommodation costs;
- Fees, bursaries (scholarships) and other expenses.

The host institution may require teaching/research staff and students to pay extra fees corresponding to additional services.

Article 5: Management of the agreement

Each Party shall appoint a contact person or office who will be responsible for the administrative monitoring of this agreement.

At AMU, this agreement and its future developments, notably specific memorandum, will be managed by the International Relations Office of the University.

At UNIRAJ this agreement will be managed by the international cooperation Cell.

Article 6: Specific Memorandum

The different collaboration activities such as the setting up of annual or multi-annual programs will be covered by specific memorandum drafted jointly by both Parties, subject to procedure of both institutions. If required, a new party could be associated to common actions of cooperation. The same will apply for degrees in international partnership.

Article 7: Obligation of Confidentiality

Each Party will treat as confidential and agrees not to disclose to third parties in any form whatsoever, all information, such as documents, systems, software, know-how, methods, knowledge from the other Party or knowledge that he could have known at the time of execution of this Agreement, directly or indirectly (hereafter referred to as "Confidential Information"), and undertakes to use the Confidential Information only for the execution of a research programme issuing from this cooperation.

Each Party undertakes to ensure that permanent or temporary members of its staff and students respect the confidentiality obligation contained in this section and take the necessary measures to guarantee confidentiality.

This present obligation of confidentiality does not apply to information already publicly available at the time of the disclosure.

This commitment will enter into force on the date of signature of this agreement and will continue to apply until the information has entered the public domain, notwithstanding the termination or maturity of that commitment.

Except for Article 9, the present Agreement does not imply any transfer or licensing of intellectual property rights and/or industrial technology transfer concerning information provided by one partner to another.

Article 8: Development, communication and publication

Any publication or disclosure of information by either Party concerning the results or know-how resulting from any programme established under this Agreement, shall require, during the term of this agreement and 12 (twelve) months after its expiration, the written agreement of the other Party who will communicate its decision within a maximum period of two months from the application. After this delay and/or lack of response, consent to publication will be assumed.

Consequently, any proposed publication or communication will be subject to examination by the other Party, who may modify or delete certain information whose disclosure may be likely to negatively affect

Such deletions or changes must not affect the scientific value of the publication.

Moreover, the other Party may delay the publication or communication for a maximum period of 18 (eighteen) months from the application, particularly if the information contained in the publication or communication is protected under Industrial Property rights.

These publications and communications should include the contribution made by each Party towards the development and implementation of the programme.

Article 9: Intellectual Property

The results obtained by the parties prior to any applicable programme established under this Agreement or independently, remain their respective properties. The other Party will not receive any relevant rights on patent and know-how resulting from this contract.

The representative brands, trade marks and names of each Party remain their personal property and cannot be used by the Party for any purpose outside the scope of this Agreement and without the holder's consent.

The results from any applicable programme established under this Agreement belong to:

- Aix-Marseille University, in cases where the programme is completed in its facilities, from its equipment/materials and with its sole intellectual and financial contribution.

- UNIRAJ, in cases where the programme is completed in its facilities, from its equipment/materials and with its sole intellectual and financial contribution.

Results from direct collaboration between the Parties are jointly owned by the Parties in proportion to their respective intellectual and financial contributions and supply of material/equipment.

The sharing and conditions of use of the rights will be determined by mutual agreement between the parties, through a separate legal act, in proportion to their respective contributions.

Except in cases of waiver of any of the Parties, the patents are filed and expenses shared by France and abroad, in the names of both partners.

The management and monitoring of joint patents from the filing date of the first patent application until their entry into the public domain, is entrusted to the organization responsible for managing the joint ownership.

As such, the managing organisation of the joint ownership has the sole responsibility to act on behalf of the joint owners, for all acts of registration, maintenance and extension of shared patents. It assesses the opportunity to seek the assistance of an agent to perform these functions.

The parties will designate the managing organisation when a possible first joint patent will be filed (according to the rules in force).

The partners undertake:

- To provide all technical or administrative documents necessary for the filing and obtaining of shared patents;

- To ensure that the names of inventors are listed in accordance with legal provisions in force, within the patent applications;

- To make their best efforts so that their personnel are cited as inventors, perform all formalities necessary for filing, obtaining, and maintaining the shared patent.

If either party wishes to relinquish or transfer a share of their patent, it shall notify the other Party (joint owner) in writing by registered letter with return receipt who will then have a right of pre-emption in equal conditions.

Without the latter exercising this right within three (3) months of notification of the proposed transfer, and pursuant to Article L-613-29 of the Code of Intellectual Property, the sale shall be deemed final.

Article 10: Provisions related to the health situation

The parties undertake to comply with the health measures prescribed by the host establishment or any other competent authority.

Either Party may suspend this Agreement, in whole or in part, for any reason relating to public health problems which prevent the full or partial execution of the Agreement or which would not permit its execution under the required sanitary conditions.

Article 11: Term

The agreement will take effect after signature of both partners and will be valid for a period of five years, renewable for an identical period by express agreement, recorded in an amendment required at least 6 months prior to its expiry date.

Any decision taken jointly or by one of the parties not to renew this agreement shall be notified in writing within the same timescale and must specify the methods according to which the agreement shall cease to have effect. Any undertaking already given shall be abided by until the end of any academic year that may already have started.

Any modification to this agreement must be the subject of an amendment recording the agreement of the parties as to its content and the terms and conditions of its implementation.

Article 12: Renewal and termination

12.1- Failure to renew the agreement

Failure to renew this agreement shall entail cessation of the effects of agreements entered into under it, save with respect to programmes already underway.

12.2- Failure to abide by the terms and conditions of the Agreement

In the event of failure by one of the parties to abide by any one of the terms and conditions set out in this agreement, the other party may terminate it by written notice given six months in advance. In this event, all undertakings with respect to the exchange in progress shall be honoured for the period originally agreed.

Article 13: Conciliation, Arbitration and Dispute settling

Any dispute between the Parties concerning the application and interpretation of this agreement and its consequences will immediately be settled by conciliation without prejudice to the usual methods of arbitration.

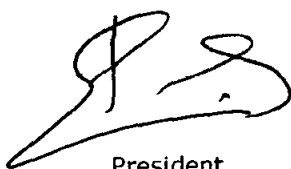
In case of non-conciliation, the competent jurisdiction will be that of the defendant.

Neither university will be held responsible for any damage that occurs during the course of the programme.

This agreement established in the same terms in French and English, each text being authentic, is printed and signed for each language in two original copies.

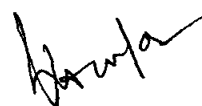
Date: 14/09/21

AIX-MARSEILLE UNIVERSITY



President
Eric BERTON

UNIVERSITY OF RAJASTHAN



Hon'ble Vice-Chancellor
Prof. Rajeev Jain

Vice-Chancellor

University of Rajasthan
Sipur-302 004

Stamp:



Stamp: