 

**FRAMEWORK AGREEMENT BETWEEN**

**THE UNIVERSITY OF LIMOGES and**

**THE UNIVERSITY OF** Cliquez ici pour entrer du texte.

**Between**

L’Université de Limoges, 33 rue François Mitterrand, 87032 Limoges Cedex (France), represented by Monsieur Alain Célérier, in his capacity as President,

**And**

The University of Cliquez ici pour entrer du texte.,

located at Cliquez ici pour entrer du texte.

represented by Cliquez ici pour entrer du texte.

in his (or her) capacity as Cliquez ici pour entrer du texte.

Given the Education Code, notably articles L. 123-3 and L. 123-7, L. 712-2 and L. 712-3 and D. 123-15 and following,

Given the deliberation of the Board of Directors of the University of Limoges 2015/2016 n° 66 dated 08/07/2016 delegating powers of signature to the President for signing conventions,

Given the transfer of the present framework agreement to the Ministry of Higher Education, Research and Innovation, and the Ministry of Europe & Foreign Affairs,

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Given Cliquez ici pour entrer du texte. (for the partner)

Given the agreements of scientific and cultural cooperation between the French Republic

And Cliquez ici pour entrer du texte.(the partner’s country),

**It is agreed as follows:**

**Article 1: Objectives of cooperation**

The agreement between the two institutions aims at developing collaboration between the University Cliquez ici pour entrer du texte. and the University of Limoges,

The two institutions shall undertake to promote and develop:

* Collaboration in the fields of teaching, research and development, and expertise
* Exchanges of personnel in programmes of common interest
* Exchanges of students in programmes of common interest
* Exchanges on academic literature
* Cultural and intellectual activities in favour of personnel and students from the two institutions

**Article 2: Scope**

The present framework agreement covers all the fields of study in common to the parties concerned.

Specific conventions for applying the present framework agreement will specify cooperation measures and practical conditions for their implementation both for training programmes and actions promoting mobility as well as research priorities. These conventions will also take administrative and financial questions into account as well as control and evaluation procedures.

To facilitate the process, each institution shall appoint a member of its personnel to be coordinator of the activities initiated. These details are described in the specific application convention.

**Article 3: Confidentiality**

Each party shall agree to consider any information provided by the other party as being confidential and to use it only in the context of the present framework agreement or its application conventions.

Each party shall agree not to divulge or communicate any confidential information it may be given to any third party other than members of its personnel who need to be aware of it in the context of executing the present framework agreement or its application conventions. Both parties will take all measures required for ensuring its personnel’s compliance with the said confidentiality obligations.

**Article 4: Intellectual property**

Prior knowledge: each party will retain full and complete ownership of all its knowledge, irrespective of its nature, and of whether it is protected or not by intellectual property rights (patent, design, model, brand, make, copyright, etc.)

Own results: each party shall retain ownership of any results it may have obtained independently during the term of the present framework agreement and its application conventions, irrespective of whether they can be protected by intellectual property rights or not. The party shall have sole discretion in deciding on any valuation and protection measures to be taken and will undertake them independently.

Common results: any results of works undertaken in common shall be the common property of both parties. A co-ownership contract shall be drawn up more particularly for determining the measures of protection for the results and their conditions of use.

**Article 5: Use of names and logos**

In its communications related to the present partnership, each party may mention the name of the other party and use the establishment’s logo after obtaining the other party’s permission.

**Article 6: Communication**

Whenever possible, the parties shall undertake to set up concerted information and communication actions for promoting the partnership:

* Posting of the partnership on each party’s internet site with an exchange of links to the other party’s site
* Press releases, communication articles on each party’s internal or external media and eventually events related to the partnership
* Linking communication services

**Article 7: Duration**

The present agreement is concluded for an initial period of five years. Any modification to the present framework agreement will be subject to an additional clause.

After assessment, it may be renewed for periods of the same length, each party assuming responsibility for obtaining the authorisations required for any renewal.

The present framework agreement may be cancelled at any time by either party and with six months’ notice. However, any actions under way at that time must be brought to completion.

**Article 8: Conciliation and arbitration**

In the event of any dispute on the interpretation or application of the present framework agreement or its application conventions, the parties shall endeavour to reach an amicable solution. They may decide to resort to conciliation to come to an agreement. If the disagreement persists, it will be submitted to the administrative court of Limoges.

Applicable law will be the law in force in France.

**Article 9: Compliance with international commitments.**

The parties reserve the right to suspend the present framework agreement and the application conventions, forthwith and unilaterally, in application of the law, any treaty, or any resolution of the United Nations security council.

The present framework agreement is drawn up in two languages, French and Cliquez ici pour entrer du texte., and will also be translated into English. All versions are authentic.

*If another alphabet is used:* The present framework agreement is drawn up in two languages, French and Cliquez ici pour entrer du texte., and it will also be translated into English. The English version shall be authentic.

It will be signed in 2 originals in each language and will take effect as from the date of signature.

At Limoges, At Cliquez ici pour entrer du texte.

on Cliquez ici pour entrer du texte., on Cliquez ici pour entrer du texte.

The President of the University of Limoges The President of Cliquez ici pour entrer du texte.