

FRAMEWORK COOPERATION AGREEMENT

BETWEEN

**THE UNIVERSITY OF REUNION,
France**

and

**VELLORE INSTITUTE OF TECHNOLOGY,
INDIA**

The University of La Réunion, a public cultural, scientific and professional institution, domiciled at 15, Avenue René Cassin - CS 92003 - 97744 Saint-Denis Cedex 9, La Réunion, France, represented by its President, Professor Frédéric MIRANVILLE,

On the one hand

And

Vellore Institute of Technology, domiciled at Thiruvallam Road, Katpadi, Vellore-632014, India, represented by its Chancellor, Dr. G. VISWANATHAN,

On the other hand,

Hereinafter referred to together as the "Parties

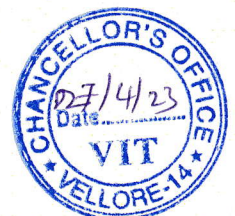
Considering the legislative and regulatory provisions concerning cooperation in the fields of higher education, scientific and technical research and culture, between the government of the French Republic and the Indian Republic.

Motivated by a common desire to establish and develop closer cooperative relations in the fields of higher education and research, in a spirit of mutually beneficial partnership, the Parties agree on the following provisions

Article 1 - Purpose of the framework agreement

In accordance with the legislative and regulatory provisions in force in each of the institutions and their respective countries, the University of La Réunion and the Vellore Institute of Technology agree to encourage cooperation in the following areas

1. Exchanges of teachers and researchers,
2. Student exchanges,
3. Exchange of technical and administrative staff according to specific needs,
4. Development of joint training programmes,
5. Development of joint research programmes,
6. Joint scientific direction of research work (if necessary co-supervision or co-direction of thesis),
7. Facilitation of access to scientific and educational knowledge (exchange of documentation and publications),
8. Joint organisation of colloquia, conferences, seminars and short courses (e.g. summer programmes),
9. Participation in all forms of exchange likely to enhance the value of their establishments and their staff, whether in the context of their internal operations or of their relations with their economic, industrial, social or cultural environment,
10. Other forms of cooperation: new educational products, e-learning, support for setting up a research structure, etc.



Article 2 - Scope of the framework agreement

The cooperation may cover all disciplinary fields common to the parties.

They will exchange annually all non-confidential information and documentation enabling the envisaged cooperation and the exchange programme, if any, to be carried out under the best possible conditions.

Article 3 - Implementing agreements

The provisions relating to the activities provided for in Articles 1 and 2 shall be defined jointly and shall be the subject of application agreements, depending on the components and/or disciplinary fields concerned.

These agreements will specify the objectives, content, number of staff involved and the educational, administrative and financial arrangements for implementing the cooperation bases described in Articles 1 and 2. These agreements shall also indicate the monitoring and evaluation procedures and their frequency.

The implementation agreements may be regularly updated as necessary. They shall be signed by the representatives of the parties.

Article 4 - Resources

The contracting parties will endeavour to find the necessary means to implement this framework agreement and to obtain additional subsidies.

The financial arrangements for this cooperation shall be negotiated in advance between the Parties and shall be subject to the availability of funds. They shall be set out in a financial annex approved by the competent authorities of each Party.

Article 5 - Exchange of information - Confidentiality

All information gathered or exchanged within the framework of the cooperation and, in particular, during scientific visits, as well as the results of research carried out or techniques developed in common, are confidential and may not be disclosed to third parties without the prior written authorisation of each of the parties.

The Parties undertake that information exchanged within the framework of the cooperation and identified as confidential :

- a) Be kept strictly confidential and be treated with at least the same degree of protection as they give to their own confidential information;
- b) be communicated only to those members of their staff who have a need to know and be used only in accordance with the framework agreement, or the implementing agreements arising from it.

Any other communication or use of confidential information requires the prior written consent of the communicating party.



This confidentiality undertaking is binding on the parties for a period of five (5) years from the entry into force of this Framework Agreement, notwithstanding the termination or expiry of the Framework Agreement.

Notwithstanding the above, each party may disclose such information as it can demonstrate:

- That they were publicly available prior to or after their disclosure, but in the absence of any fault attributable to him;
- That they have been received from a third party in a lawful manner;
- That they were already in its possession before the conclusion of the framework agreement;
- That they have been developed independently and in good faith by members of its staff who have not had access to such confidential information.

Furthermore, these provisions shall not prevent :

- Nor to the obligation of each of the persons participating in the cooperation to produce an activity report to the institution to which it belongs, insofar as this communication does not constitute a disclosure within the meaning of the laws on industrial property;
- Neither to the defence of a thesis in relation to the subject of the cooperation, this defence having to be organised whenever necessary so as to guarantee, while respecting the university regulations in force, the confidentiality of certain results of the work carried out within the framework agreement. The parties agree that the defence could be organised in camera in the event that one of them is in the process of protecting the results.

Article 6 - Intellectual property

For each project involving research cooperation, the parties shall ensure effective protection and fair sharing of intellectual property rights.

The following rules will apply to cooperation:

- Within the framework of the research projects, each of the parties remains the sole owner of all intellectual property rights previously acquired or resulting from independent research.
- The results of projects not covered by the previous paragraph, carried out in the scientific fields described in the application agreements that are likely to be protected under intellectual property law, will be protected on the following basis: in the event of the filing of a patent, the two parties will examine together the methods of filing, extending and maintaining the property titles according to the respective intellectual and financial contributions of the parties.
- Each party agrees to respect the intellectual property rights of the other. Specifically, intellectual property rights arising from any research or collaborative activity under this framework agreement will be considered on a case-by-case basis, and will be the subject of formally established measures between the two parties.
- The parties must inform each other of any results protected by intellectual property rights for which the authors or inventors belong to the partner institution.
- The parties shall comply with the confidentiality requirements set out in the French legislation

Article 7 - Scientific publications and communications

Scientific publications and communications planned by the staff of the research teams involved in the cooperation shall be carried out under the responsibility of their Directors. The said draft publications



and communications shall be brought to their attention within a period of time allowing them to refer the matter to the competent departments of the parties in terms of exploitation in order to implement any protective measures.

The affiliations of authors in such publications and communications must follow the scientific signature rules in force at each institution.

Article 8 - Duration of the framework agreement, amendment, termination

This Framework Cooperation Agreement shall enter into force, for a period of five (5) years, upon signature by the last of the Parties, subject to approval by the competent authorities of each country where required.

Either Party may request the amendment of this Framework Agreement. Such amendment shall be made by means of a rider drawn up by mutual agreement between the Parties, subject to approval by the competent authorities of each country where required.

Termination of this Framework Agreement may be requested by either party, provided that the other party is given six (6) months' written notice prior to the expiry date of the Framework Agreement.

In the event of termination, the implementing agreements arising from this framework agreement are automatically terminated. However, in the interest of those involved in actions which may be ongoing at the time of termination of the framework agreement, these will continue until the end of the current academic year at the latest.

No further action may be taken.

This framework agreement may also be terminated at any time in the event of failure by either party to comply with its obligations under this framework agreement. Termination will be effective following formal notice served by the party aggrieved by the failure to comply to the defaulting party, if any, which has remained without effect for a period of one (1) month.

Article 9 - Dispute resolution

This framework agreement is subject to French laws and regulations.

The parties will endeavour to settle amicably any dispute or difference that may arise in the performance and/or interpretation of this framework agreement.

To this end, the parties agree to hold a meeting within six (6) months of the notification of the dispute by the most diligent party.

If no amicable solution can be found during the notice period, both parties agree that any dispute between them will be governed by the law of the country of the defendant's domicile and will be subject to the exclusive jurisdiction of the latter.

Article 10 - Language of the framework agreement

This agreement is drawn up in four (4) original copies, two (2) in the French language and two (2) the the English language, with identical in content.



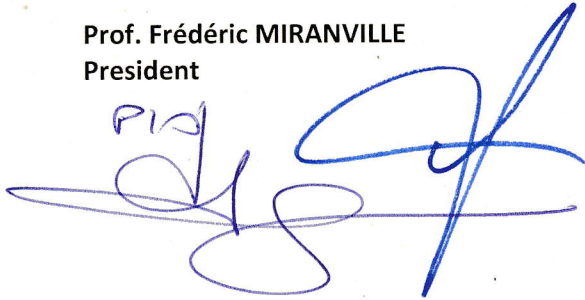
Done in Saint-Denis, on 27/04/2023

Done at Vellore, 27/04/2023

University of La Réunion

Vellore Institute of Technology (VIT)

Prof. Frédéric MIRANVILLE
President



Dr. G. VISWANATHAN
Chancellor



In the presence of

Pr Anne-Françoise ZATTARA
Delegate Vice-President
for Europe, International and Regional
Cooperation
University of Reunion

Pr Krishnan VENKATARAMAN
Director fo the Center for BioSeparation Technology
(CBST)
Vellore Institute of Technology (VIT) University

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