



COOPERATION AGREEMENT



between

**University François-Rabelais of Tours (France)
Faculty of Pharmaceutical Sciences & Faculty of Medicine,
Laboratory UMR 966 « Morphogenesis and Antigenicity of HIV
and Hepatitis Viruses »**

and

**Chiang Mai University (Thailand)
Faculty of Associated Medical Sciences
Department of Medical Technology**

Education/Research

Considering the French Law of Education,

Considering the Bill N° 85-1124 of October 21st 1985 regarding international co-operation of public higher education establishments under the authority of the French Ministry of National Education,

Considering the legislation in force in Thailand: National Education Act and Chiang Mai University Act,

BETWEEN

the University François-Rabelais of Tours (hereafter referred to as UFRT), represented by its President Loïc VAILLANT, on the one hand,

AND

Chiang Mai University (hereafter referred to as CMU), represented by its President, Niwes NANTACHIT, on the other hand,

The following has been agreed:

ARTICLE 1: PURPOSE

The object of the present agreement is to develop relations in the fields of research and/or tuition:

- between the University François-Rabelais of Tours, for the Faculty of Pharmaceutical Sciences and Medicine, and the Laboratory : INSERM UMR 966 « Morphogenesis and Antigenicity of HIV and Hepatitis Viruses »
- and Chiang Mai University, for the Faculty of Associated Medical Sciences (AMS), Department of Medical Technology.

ARTICLE 2: FIELDS OF COOPERATION

The cooperation programmes will cover the following areas:

- joint research activities on the following themes : Pathogenesis, epidemiology, diagnosis and prevention of viral infections, including infections with Human Immunodeficiency Virus (HIV) and Hepatitis Viruses.
- welcoming of graduate and PhD students, providing they fulfil the universities requirements for enrolment.
 - students enrolled in short-term study program, internship, or in an observation period for their research work at UFRT or the Faculty of Associated Medical Sciences (AMS) during their Master Degree, are exempted from registration fees (however interns are subject to French regulations concerning the acceptance of interns, verbatim to the achievement of a training Agreement).
- the exchange of faculty members and researchers,
- the joint publication of scientific works and teaching documents,
- welcoming of PhD students for their research works, and promote the exchange of tools and methodology, and participation to share experiences,
- the organization of joint supervision doctoral theses. This device will result in the execution of specific international joint supervision thesis agreements signed by the student and the supervisor of each institution,
- the organisation of field research, of seminars and meetings of a scientific nature, devoted to the envisaged research programme.

ARTICLE 3: IMPLEMENTATION AND FOLLOW-UP

The educational and/or scientific project managers are:

- for UFRT : Pr. Francis Barin
- for CMU : Pr. Wasna Sirirungsi

The contracting parties may be assisted by other organisations.

- on the French side : different university research laboratories or other organisations may be appealed to, depending on the specific needs,

- on the Thai side : the teachers and research team members of CMU will be able to participate in the research program, depending on the specific needs,

At the end of this cooperation, the two parties will draw up an assessment of their activities and one copy of the report will be sent to the International Office.

ARTICLE 4: FINANCING

Raising funds may be carried out jointly or separately by the contracting parties. They may turn to national or international funding to fulfil the objectives of the present agreement. Financial and educational appendixes will be drawn up for the cooperation programs and will be approved by the competent authorities.

Travel expenses of the participants, whether on the French side or on the Thai side will be their own University's responsibility, that is to say:

- the Faculty of Pharmaceutical Sciences and/or Medicine, and the Laboratory : INSERM UMR 966 « Morphogenesis and Antigenicity of HIV and Hepatitis Viruses
- the Faculty of Associated Medical Sciences (AMS), Department of Medical Technology for CMU

In general, living expenses are also the responsibility of the home university, namely the research teams involved.

Nevertheless, in certain circumstances and with the approval of the supervisory authorities, living expenses, limited to subsistence of two teacher-researchers for a period not exceeding one week, will be borne by the research team in the host university

ARTICLE 5: INSURANCE

The partners should make sure that the members of staff involved in the program are fully insured in compliance with the laws and regulations in force in each country.

ARTICLE 6: CAPITAL GOODS

The parties retain ownership of movable and immovable property they provide for the implementation of this Agreement or any future implementing agreements. The parties are joint owners of real and personal property purchased in common. The share of property is based on the financial contribution of each party to the purchase of this property. At the end of the agreement, the parties shall mutually agree on the division of joint community property purchased condominium in particular through the acquisition of the share ownership of one party by the other party.

ARTICLE 7: JOINT INTELLECTUAL PROPERTY

Scientific results obtained within the framework of this cooperation program are both parties' joint property, unless otherwise mentioned. The institutions are committed to protect and enhance them according to the industrial regulations of the respective legal systems by

means of intellectual property agreements. Each party is committed to inform the other as regards existing rights governing the scientific results pertaining to third parties.

ARTICLE 8: CONFIDENTIALITY

The parties undertake not to publish or disclose in any manner scientific or technical information other than those resulting from the cooperation, including prior knowledge belonging to the other party that it might have been aware during the execution of this agreement, until such information will not specifically have been specifically designated as not confidential or in the public domain. This provision has no effect if the party can demonstrate:

- she knew such information prior to the date of signature of this agreement;
- that this information has been published or promoted;
- that this information is in the public domain.

ARTICLE 9 : PUBLICATIONS

All works, publications or advertisements relating to this agreement shall report the collaboration between the parties. In addition, it shall be inserted in a clear and apparent designation, if applicable, the logo of the parties in any document relating to this cooperation (including but are not limited to: information document and promotion, invitation card, advertising booklet, report, poster, book cover, CD cover, DVD, institutional mentions on the website, etc.), and the name of the researchers involved.

Any publication or communication of information, results or expertise obtained within the framework of this cooperation program shall obtain written agreement from the other party, for resolution within two months after the receipt of the request. In the event of no such response being received on the expiry of that period, the agreement shall be deemed granted.

ARTICLE 10 : ETHICS

The parties undertake to respect and to ensure that their staffs adhere to the laws and customs of all the countries in which they would exercise their tasks for the implementation of this agreement or any future implementing agreements.

The parties also ensure that the research activities are conducted in full accordance with professional standards and scientific ethics.

They also undertake to respect and to ensure that their staffs respect a strict duty of reserve concerning parties' activities and a strict duty of neutrality in the countries in question.

ARTICLE 11: DURATION AND CANCELLATION

This agreement will be enforceable after signature by both parties and approval by competent authorities. It will be valid for a maximum period of five years, unless otherwise

repealed by either party, provided six months' written notice be given. In any case, it may not be repealed before the end of the current University year. In case of renewal, it will be further submitted to the approval of competent authorities, in compliance with current legislation.

In case of difficulty, the partners agree to seek a solution by common consent. Should the problem persist, the parties will refer it to the competent jurisdictions

Any modification to the current text, decided by both contracting parties must be submitted to the approval of competent authorities.

Six (6) signed copies of the present agreement will be provided, two in English and two in French and two in Thai, both copies being binding.

Signed in Tours, on

Signed in Chiang Mai, on ...

University François-Rabelais of Tours

Chiang Mai University

Loïc VAILLANT

Niwes NANTACHIT

The President

The President