

**PARTNER   
……….**

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| **GENERAL AGREEMENT FOR SCIENTIFIC AND TECHNICAL COOPERATION** |

**Between**

**The INSTITUTE OF RESEARCH FOR DEVELOPMENT**, hereinafter referred to as the “IRD”, a public institution of a scientific and technological nature, n° SIRET 180006025 00159, code APE 7219Z, the head office of which is located at “le Sextant” 44 bd de Dunkerque, CS 90009, 13572 Marseille Cedex 02, France,

Represented by its Chairwoman, Mrs Valérie VERDIER, who has delegated his signature for the purposes hereof to Mr XXXXXX, (position)

On one hand,

# **And**

**XXXXXXXXXXX** *[corporate name,* hereinafter referred to as ***« acronym or name »***

*[full address, country],*

Represented by *[name and status]*

On the other hand,

Hereafter individually called “the Party” and jointly called “the Parties”;

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| --- | --- |
| Having regard to | The General Agreement for cooperation between the French government and *[country]* concluded on *[date]*; |
| Having regard to | The Host State Agreement between IRD and the Ministry of *[name and country]*; |
| Having regard to | *[As the case may be:]* The Agreement between IRD and xxxxx dated on *[date]*; |

**Considering:**

* That the assignment of IRD is to promote and carry out in France and abroad any scientific research that aims to help economic, social and cultural progress in developing countries.
* That « *[name]* » ……………… *[describing assignments and expectations]*: ……………………………………………………………………………………………………………………………………………… ;
* That IRD and « *[name]* » have common concerns in particular with regard to research for the development, as well as strengthening of scientific cooperation in [*country or region in question]*;
* That IRD and « *[name]* » are convinced that research in these fields must be reinforced through study, training and valorization initiatives conducted in cooperation;
* That « *[name]* » and IRD are aware of the necessity to valorize their results and of their interest in strengthening their partnership;
* That « *[name]* » and IRD, in order to answer to the stakes and to the purposes of research for the development, agree to base their partnership on common ethical values, which principles are set out in the Research for Development Partnership Charter, enclosed to this Agreement;

**The Parties agree as follows:**

### **Article 1: Purpose**

This Agreement aims to define a framework for cooperation, dialogue and exchange of information, promotion and monitoring of research activities, training, consultancy and scientific information conducted in partnership between the Parties in fields such as:

*preferential fields (maximum 3-4)*.

Cooperation between the Parties is based on partnership, implemented through specific agreements referring to this General Agreement and specifying the purposes and the implementing rules of activities mainly pertaining to research, training, consultancy and scientific information. The cooperation notably covers:

* Achievement, jointly or by either Party, of research programmes or specific initiatives decided together;
* Creation of international joint research units or laboratories;
* Valorization of research results and technology transfer;
* Training and capacity building activities in favour of research personnel and students;
* Documentation, information, scientific and technical valorization;
* Participation in the events and activities for valorization and promotion of research;
* Search for international, national or regional funding;
* And, more generally, any other form of cooperation on which the Parties agree.

The joint projects may be opened up to other participants, including in a regional or sub-regional context.

### **Article 2: Follow-up and supervision**

2.1 Control and monitoring cooperation

Each Party shall appoint a representative in charge of the follow-up and the supervision of the scientific and technical cooperation. Cooperation between IRD and « *[name]* » involve a regular organization of a dialogue.

The representative for « *[name]* » shall be « *[name and status]* » and for IRD *[name]*, the representative for IRD in *[country]*.

The above-mentioned representatives are especially in charge of:

* Ensuring consistent implementation of this General Agreement and all special agreements resulting from this cooperation, following the execution and propose projects to the Parties and/or all potential modification in order to enhance the cooperation, in accordance with the procedures of the above mentioned Parties;
* identifying the priority fields for cooperation activities;
* directing the cooperation;
* estimating the results of the current and achieved activities;
* proposing any solution in case of difficulty in the interpretation of this Agreement or the specific agreements, as well as in the performance of cooperation activities;
* Being the consultative forum in order to determine the terms of the furtherance cooperation between the Parties, at least six (6) months before the end of this Agreement. In that framework, a report activity of the partnership evolution, collaboration between the Parties and the potential extension of this Agreement, shall be established by the IRD representative.

These representatives shall keep up close relations in order to coordinate cooperation activities. They shall issue progress reports, that will be transmitted to their respective management team.

2.2 Meetings

The Parties agree that joint meetings will be organized once (1) a year, to examine any question relating to the current scientific cooperation or to the valuation of the results stemming from the joint research programmes. A provisional agenda must be established and sent to each participant in advance.

Other scientific personalities or qualified experts may be invited by either Party when deemed necessary, for consultation on specific problems.

Each meeting will be concluded by a report communicated to the head of the Parties.

**Article 3: Cooperation activities**

Each cooperation initiative performed under the present Agreement shall be subject to specific research or hosting agreements.

#### **Article 4: mutual staff hosting**

The staff members of a Party hosted in the premises of the other Party are subject to the current health and safety rules within the said premises. They conform to the rules of procedure and to the instructions for use of the equipment which are communicated to them.

Each Party remains responsible for its own personnel in administrative and scientific matters.

In case of accident involving an employee of one Party hosted in the premises of the other Party, the latter will warn the Party employer as soon as possible.

A Party shall never be regarded as the employer for any contract of employment or part-time work concluded by the other Party in respect to performance of the present Agreement.

Both Parties shall endeavour to make the necessary arrangements in order that the joint programmes and personnel appointed thereto are in preference hosted in the premises of « *[name]* ».

# **Article 5: Civil liability**

Each Party shall bear towards its employees all the civil, social and fiscal obligations in accordance with the employer liability and all administrative prerogatives (management, evaluation, progress, discipline).

Each Party shall bear all the consequences of civil liability that it may incur towards the other Party as well as third parties and their assignees under ordinary law, without any remedy against the other Party except in case of gross or intentional fault on the part of the latter, owing to any bodily injury or material damage caused by its staff or equipment, as well as by the staff or equipment under its management or custody.

Each Party assures that it has subscribed the insurance policies covering its liability in the context of performing the present Agreement.

In the case a Party hosts third parties (especially students, visiting researchers) on the initiative of the other Party, the latter shall ensure that the aforementioned third parties have subscribed all appropriate insurances, covering in particular their civil liability.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event as defined by the French law.

## **Article 6: Confidentiality**

The Parties agree not to publish or disclose in any fashion whatsoever, without the other Party’s written consent, the scientific, technical or trade information owned by the other Party and which they may have been aware on occasion of the performance of this Agreement or the specific agreements.

The commitments of this article shall remain effective throughout the term of this Agreement and each specific agreement and five (5) years following their early termination or their respective expiry.

Any exceptions to this obligation of confidentiality shall be mutually agreed upon and subject to the approval of the representatives of each Party in charge of the follow-up and the supervision named in Article 2 above.

The Parties may however transmit said information to third parties for employees or programmes evaluation requirements, provided that they subject these third parties to the same obligation of confidentiality.

Shall not be considered as confidential the information for which the Party involved can prove:

* that it had already knowledge of said information on the date of communication by the other Party;
* that this information has been already published, disseminated or that it has come into the public domain, without any breach of this Agreement;
* that the information has been subsequently received from a third party having a right to dispose of.

## **Article 7: Publications**

Each planned publication or transmission by either Party of information, results or know-how originating from the cooperation programme, shall receive, during the term of the present Agreement and each specific agreement and eighteen (18) months following their respective expiry, the written approval of the other Party. The latter shall announce its decision within a maximum period of one (1) month from the date of request. Should a Party fail to reply within this time limit, it shall be deemed to have given its agreement.

However, when the results are subject to an economic valorization, no publication can be authorized without the preliminary agreement of the representatives of the Parties in charge of the follow-up and the supervision named in Article 2 above.

All works, publications or communications made in the framework of this Agreement and of the specific agreements shall mention the cooperation between the Parties. Furthermore, the name or even the logo of the Parties, as well as the name of the researchers involved, shall be inserted in a clear and visible way.

It is agreed that these provisions and provisions of Article 6 above shall not impede:

* neither the obligation binding upon each participant in the cooperation programme and activities to transmit an activity report to the organisation where he belongs, to the extent that such transmission is not regarded as a disclosure within the meaning of intellectual property laws. If need be, in case of highly confidential information, this report shall be kept confidential;
* nor the thesis defense or HDR (authorization to direct research) by researchers whose scientific activity is connected with the object of this Agreement; this defence must be held whenever necessary in a manner to ensure, in compliance with the applicable university regulations, the confidentiality of some results arising from work done in the framework of this Agreement.

## **Article 8: Ownership and economic valorization of results**

The modalities of allocation, management and protection of the property of the results

stemming from cooperation activities shall be defined in the specific agreements concluded in application of the present Agreement, by taking into account respective human and material contributions of each Party for the performance of these cooperation activities.

**Article 9: Duration**

Option 1: This Agreement shall be valid for a period of four (4) years from the date of signing by the last signatory.

Or :

Option 2: This Agreement become effective on the Date and shall continue for a period of four (4) years.

It may be extended or modified by means of amendment or by a new General Agreement.

#### **Article 10: Termination**

Either Party may terminate the present Agreement by operation of law in the event that the other Party fails to fulfil one or more of the obligations set out herein.

The Agreement will terminate one (1) month after formal notice, containing the grounds of the complaint, sent by the complainant to the defaulting Party by recorded delivery, unless within that time limit, the defaulting Party fulfils its obligations or provides proof of an impediment due to force majeure.

Exercising the right to terminate the Agreement shall not exempt the defaulting Party from its contractual obligations until the date the Agreement actually ends, without prejudice to the compensation to which the complainant might be entitled owing to the damage or loss potentially suffered on account of the Agreement ending early.

This Agreement may be terminated at any time by either Party hereto, upon a written duly reasoned notice to the other Party, sent four (4) months in advance by registered letter or by hand delivery.

The termination of this Agreement, for any reason whatsoever, shall not affect obligations already matured.

#### **Article 11: Applicable Law and Settlement of disputes**

This Agreement and the specific agreements mentioned in Article 3 shall be governed by the *[law of the country where the agreement is performed]* laws and regulations.

In the event of dispute regarding the validity, the interpretation, the performance or the breach of the Agreement or the specific agreements, the Parties shall make every possible effort to find an amicable settlement before referring the matter to a court; the representatives of the Parties named in Article 2 above suggest for that purpose any solution for conciliation.

If no amicable settlement is reached within two (2) months as from the first conciliation meeting of the aforesaid representatives, the dispute shall be definitively settled by the Courts of competent jurisdiction of the place where the defendant Party has its head office.

**Article 12: Miscellaneous**

12.1 Correspondence:

All notifications regarding the execution and/or the interpretation of this Agreement will be sent to the following contact details:

Name:

Address:

Phone number:

Mail address:

If contact details change during the execution of the Agreement, each Party shall advise the other promptly.

12.2 Nagoya Protocol

In consideration of the provisions of the Convention on Biological Diversity and Nagoya Protocol of October 29, 2010 on the access to genetic resources and to any associated traditional knowledge, the research activities on the latter shall be authorized by the national competent authority of the provider country (or the community if applicable). The Provider shall confirm that he/she has been informed on the research project by the user and consents to provide access to genetic resources in situ and/or ex situ. An applicant for a permit to access biological resources for commercial purposes or potential commercial must enter into a benefit-sharing agreement with each access provider for the resources.

In that context, [name] undertakes to obtain from the national competent authority and/or official provider, a permit to access to genetic resources in application of national law and international treaty.

IRD undertake to use its best efforts to help for compiling the authorisation file and obtain the permit.

#### **Article 13: Content of the Agreement**

This Agreement is comprised of the present document and the Research for Development Partnership Charter, which the Parties shall initial and represent that they are aware of the terms thereof.

Executed in *[place]……………….*, on *[date]*……………, in *number* (xx) original copies, including *number* originals in French and *number* originals in English, each of the versions being of equal validity.

|  |  |
| --- | --- |
| For IRD | For *[name]* |
| [Name and quality] | [Name and quality] |

A Partnership Charter

**for research for development**

The partnership charter for research for development aims to promote fair, balanced partnership relationships based on reciprocal support with a view to reinforcing, through research, training and innovation initiatives, public policies that favour the development of the countries of the South.

This Charter is intended to be subscribed to by research centres and higher education establishments and any other institutions dealing with scientific issues linked to development, particularly the French institutions of higher education and research, in addition to partners from the South or from Europe. This Charter complements the guidelines for professional and ethical standards and best practices in research that are already implemented by each of the partners concerned.

By endorsing this Charter, the signatories express their desire to abide by an ethos of partnership between the contracting parties, in the mutual interest of and for the joint benefit of the countries of both North and South. To this end they will make every effort to implement the following ten principles:

1. To involve national, regional and international stakeholders in the strategic debate leading to the conception of all research for development programs aiming at research excellence in harmony with the ethical principles of research and its applications.
2. To promote sustainable social and economic development by reinforcing capacity building in research, education, training expertise and innovation in the South.
3. To mobilize resources for the benefit of research and higher education communities in the South so as to strengthen research for development and encourage resources sharing and stability.
4. To contribute to the establishment and consolidation of international research networks and structures (platforms, observatories, etc.) integrating global challenges arising in the field of development.
5. To adopt a regional approach to the conception of research programmes, and particularly, of large-scale interdisciplinary regional programmes related to societal, health as well as environmental challenges, so as to respond to the priorities shared with research partners in the South.
6. To promote gender parity in all research and development initiatives, from their conception to their development, and in representative and advisory bodies.
7. To co-design and co-finance programmes and participate jointly to fund raising
8. To involve all stakeholders in the management, implementation and evaluation of research and training programs, as well as in the conception and implementation of value additions plans.
9. To co-publish and co-edit between and within North and South, and to promote the value of knowledge and innovation, in particular through exchanges between research and higher education and research and industry, while acknowledging traditional knowledge.
10. To promote the release of outcomes to all stakeholders and to enrich the science/society dialogue, by ensuring benefit sharing and by involving all stakeholders.

Done at [place], on [date]

For the IRD

The Chairwoman

Done at [place], on [date]

For [name of the institution]

[Name and quality]