



FRAMEWORK AGREEMENT FOR INTERNATIONAL ACADEMIC COOPERATION

BETWEEN, on the one hand

The *UNIVERSITE de HAUTE-ALSACE*

Public Institution of Scientific, Cultural and Professional Nature

Situated: 2 rue des Frères Lumière

68093 MULHOUSE Cedex - France

Represented by the President of the UHA, Mrs. Christine GANGLOFF-ZIEGLER

Herein referred to as « the *UHA* »,

AND, on the other hand

The *UNIVERSIDAD AUTÓNOMA DE CIUDAD JUÁREZ*

Public Institution of Higher Education, which has legal personality and assets, with autonomy to exercise the functions of teaching, learning, scientific research, dissemination of culture and extension services

Situated: Av. Plutarco Elías Calles No. 1210, Col. Foviste Chamizal,

Ciudad Juárez, Chihuahua, Mexico. C.P. 32310

Represented by: The Rector, Prof. Ricardo Duarte Jáquez

Herein referred to as : «the *UACJ* »

The *UHA* and *UACJ* will be herein individually referred to as « the party » and collectively « the parties ».

THE FOLLOWING HAS BEEN AGREED:

ARTICLE 1 – PURPOSE

The purpose of this agreement, herein referred to as « the Agreement », is meant to improve the scientific cooperation in the research on shared topics and to develop educational and cultural exchanges.

ARTICLE 2 – AGREEMENT FIELD AND WORK SCHEDULE

The Agreement shall cover the fields of study and research of both parties.

Terms of implementation of the activities, aims and specific field will be specified, in that event, in an additional clause to the Agreement.

None of the stipulations stated in this agreement should be read as creating rights and obligations outside the contract field as defined in additional clauses.

ARTICLE 3.1 – ACTIVITIES

The activities will concern educational activities and research.

- cooperation in scientific research;
- joint-supervision of theses;
- joint organisation of assignments, placements, seminars and conferences;
- exchange of scientific documents and equipment for research purposes;
- exchange of researchers and doctoral students as part of their research activity;

- exchange of students;
- exchange of teachers and researchers;
- joint training programmes

Terms of the activities will be specified, in that event, in an additional clause to the Agreement.

ARTICLE 3.2 – INTELLECTUAL PROPERTY – CONFIDENTIALITY - PUBLICATIONS

The ownership of each party's knowledge will remain, especially that pertaining to the methods and software acquired before the inception of this cooperation.

The Parties are co-owners of the research results.

Specific rules will be specified, in that event, in an additional clause to the Agreement.

ARTICLE 4 – FINANCING REQUIREMENTS

Terms of the financing will be specified, in that event, in an additional clause to the Agreement.

ARTICLE 5 – PERSONS IN CHARGE OF THE PROGRAMMES

Pertaining to *Research*:

The scientific people in charge of the programmes implemented according to the agreement will be specified in an additional clause to the Agreement.

Administrative coordination

Concerning the UHA:

Administrative coordinator of the Vice presidency *Recherche*

Coordinator of the unit *Société d'Accélération du Transfert de Technologies, site de Mulhouse*

Concerning the UACJ:

Vinculation and Academic Exchange Head Office.

Pertaining to the *Educational exchanges part*:

Both universities agree to do their best to offer the best studying conditions to the incoming students. With this view in mind, they will assign an administrative coordinator for the follow-up of the student's administrative application and his/her welcome. Moreover, an educational coordinator will be assigned to guide him/her in his/her studies, and take care of all the educational aspects.

Concerning the UHA:

Administrative coordinator: Head of International Office, 2, rue des Frères Lumière, 68093 MULHOUSE cedex - FRANCE

Concerning the UACJ:

Administrative coordinator: Cooperation and Internationalization Office. Av. Plutarco Elías Calles No. 1210, Col. Foviste Chamizal, Ciudad Juárez, Chih. México. C.P. 32310.

ARTICLE 6 – TERM

The Agreement will be concluded for a five-year (5) period and will take effect once the two parties have signed it. A potential modification of the Agreement, upon mutual consent of both parties, will give rise to the drafting of an amendment to this effect.

ARTICLE 7 - END OF THE AGREEMENT

This Agreement will terminate without any further formality or notice, as established in Article 6.

In case of renewal, a new Agreement will be signed.

ARTICLE 8 – CANCELLATION

Each party may terminate the Agreement within a six (6) months written notice prior to the effective date of the termination, particularly if one party did not comply with one or several obligations.

In the event of a cancellation, the party at fault must fulfil its obligations until the date of the termination without prejudice to the compensation for the damage suffered by the other party because of the early termination of the Agreement.

Termination of the Agreement will lead de facto to the termination of the additional clauses added to the Agreement.

The parties commit themselves to continuing to do their duties concerning the current activities or to making arrangements in order to not undermine the beneficiaries.

ARTICLE 9 – SETTLEMENT OF LITIGATION

This Agreement is subject to the French Laws and Regulation.

Any disagreement on the interpretation or execution of the agreement, if not solved on mutual consent between the parties, will be presented to the *Tribunal administrative*.

ARTICLE 10 – CONDITIONS OF APPLICATION

The President of UHA and the Rector of UACJ, are responsible for the application of the present agreement.

This agreement is written in four (4) copies, two (2) in French and two (2) in English.

Mulhouse, date 15/12/2014.

Ciudad Juárez, Chih. MEXICO.
December 10th, 2014.

The President of the *Université de Haute Alsace*

Rector of the Universidad Autónoma de Ciudad Juárez

Mme Christine GANGLOFF-ZIEGLER

Lic. Ricardo Duarte Jáquez

Vice Présidente Déléguée
aux Relations Internationales

Laurence SCHACHER, Pr

