



# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**UNIVERSITÉ DE LA REUNION,  
FRANCE**

**AND**

**PARVATIBAI CHOWGULE COLLEGE OF ARTS  
AND SCIENCE (AUTONOMOUS),  
INDIA**

**L'Université de La Réunion**

a public institution of a scientific, cultural and professional nature,  
situated at 15, Avenue René Cassin – CS 92003 – 97744 Saint-Denis Cedex 9 (La Réunion – France),  
represented by its président, Professeur Frédéric MIRANVILLE,  
Party of the First part

And

**Parvatibai Chowgule College of Arts and Science (Autonomous)**

a public institution of a scientific, cultural and professional nature,  
situated at Gogol, Margao, Goa. Pincode : 403 602  
represented by its Principal, Professor Nandakumar N Sawant,  
acting in an official capacity by virtue of the powers conferred upon him,  
Party of the Second Part,

Hereinafter jointly referred to as "the Partner Universities",

Driven by a common desire to establish and develop closer cooperation links in the fields of higher education and research,

Considering the legislative and regulatory provisions governing cooperation in the fields of higher education, scientific and technical research and culture, between the government of the French Republic and The Republic of India,

Agree upon the following provisions:

**Article 1 – Cooperation**

In compliance with the legislative and regulatory provisions in force in each of the institutions and in their respective countries, the Université de La Réunion and Parvatibai Chowgule College of Arts and Science (Autonomous) agree to foster the cooperations in the following fields:

1. 1. Exchanges of teaching and research staff
2. 2. Exchanges of students
3. 3. Exchanges of technical and administrative staff according to specific needs,
4. 4. Development of joint training programmes
5. 5. Development of joint research programmes
6. 6. Joint scientific supervision of research activities (joint supervision or direction of theses as appropriate)
7. 7. Facilitation of access to pedagogical and scientific knowledge (exchanges of documentation and publications)
8. 8. Joint organisation of colloquia, conferences, seminars and short training courses (summer courses)
9. 9. Participation in any type of exchange likely to promote their establishments and staff, whether in the framework of their internal operations or in the context of relationships with their economic, industrial, social or cultural environment
10. 10. Other forms of cooperation: new teaching products, e-learning, support for the implementation of new research structures, etc.

## **Article 2 – Scope of the agreement**

The cooperation may concern any academic fields common to both partner universities.

On an annual basis, the universities shall exchange any information and any non-confidential documentation that will allow them to carry out the envisaged cooperation in addition to the exchange programme, where applicable.

## **Article 3 – Implementing conventions**

The provisions relating to the activities provided for in articles 1 and 2 shall be jointly defined and shall be covered by specific implementing conventions according to the components and/or academic fields concerned.

These conventions shall specify the aims, contents, the staff involved and the pedagogical, administrative and financial procedures for the implementation of the bases of cooperation described in articles 1 and 2. These same additional agreements shall also mention the assessment and monitoring procedures and their frequency.

The implementing conventions may be updated on a regular basis as required. They shall be signed by the representatives of both partner universities.

## **Article 4 - Resources**

The Parvatibai Chowgule College of Arts and Science (Autonomous) and the University of Reunion Island will try to foresee some of the means required for the carrying out of the present MoU and to obtain supplementary means.

Both parties understand that all the financial arrangements will have to be negotiated in advance and will depend on the availability of funds. They will give place to the establishment of a financial appendix and approved by the proper authorities of each of the institutes.

## **Article 5 – Exchanges of information - Confidentiality**

Any information that is gathered or exchanged in the framework of the cooperation activity, including during scientific visits, in addition to the results of joint research or of jointly developed techniques, shall be confidential and cannot be disclosed to third parties without the prior, written authorisation of each of the partner universities.

The Parties undertake that any information exchanged in the framework of cooperation activities, which is identified as being confidential:

- a. a) Shall be kept strictly confidential and treated with the same level of protection that is afforded to their own confidential information
- b. b) Shall only be transmitted to members of staff that need to be aware of this information and shall only be used in application of the agreement, for a period of five years from the date of its transmission

Any other transmission or use of confidential information implies the prior consent of the Party that transmitted it Each Party undertakes that its staff referred to in b) above shall comply with



the provisions of the Convention

Notwithstanding the above-mentioned provisions, each Party may transmit confidential information that it can prove:

- To have been publicly available prior to its transmission or after it, but in the absence of any fault for which the Party can be deemed responsible
- To have been received from a third party in a lawful manner
- To have already been in its possession before entering into the agreement
- To have been developed independently and in good faith by members of its staff that did not have access to this confidential information.

Furthermore, these provisions cannot preclude:

- The obligation incumbent on each person participating in the cooperation to produce an activity report at his or her parent institution, insofar as this transmission of information does not constitute a disclosure as defined by the laws on industrial property
- The defence of a thesis relating to the subject of the cooperation; whenever necessary, this defence needs to be organised in such a way as to guarantee the confidentiality of certain results of work carried out in the framework of the agreement, while conforming to the university regulations in force.

#### **Article 6 –Intellectual property**

For each project involving cooperation in the research field, the partner universities must ensure effective protection and the equitable sharing of intellectual property rights.

The following rules shall apply to the cooperation:

- In the framework of research projects, each partner university shall remain the sole holder of any intellectual property rights acquired previously or resulting from independent research.
- Results concerning projects not covered by the previous paragraph, conducted in the scientific fields described in the implementing conventions that are appended to the agreement and likely to be protected on grounds of intellectual property, shall be afforded protection on the following bases: if a patent is filed, both partner universities shall jointly examine the procedures for filing, extending and maintaining the property rights according to the respective intellectual and financial contributions of the Parties.
- Each of the Parties undertakes to respect the other Party's intellectual property rights. Specifically, the intellectual property rights resulting from any research or collaborative activity in the framework of this Agreement shall be examined on a case-by-case basis, and shall be the subject of measures officially established by both partners.
- The Partner Universities must keep one another informed about any results of work authored or invented by members of the Partner University, which may be protected by Intellectual Property rights.
- The Partner Universities must conform to the confidentiality requirements defined pursuant to their respective national legislation and by national agreements, with particular attention to Article 39 of the World Trade Organisation's Agreement on Trade-Related Aspects of Property Rights (TRIPS).

#### **Article 7 – Scientific publications and papers**

The publications and scientific papers envisaged by the staff of research teams involved in the cooperation shall be produced under the responsibility of their Directors. The said projects for publications and papers shall be brought to their attention in sufficient time to allow them to contact the Parties' departments in charge of commercial exploitation so that they can implement any protective measures that may be required.

The authors' affiliations in the said publications and communications must follow the rules for scientific signature in force in each institution.

#### **Article 8 – Duration of the agreement, modification, cancellation and renewal**

This cooperation agreement shall enter into force from the date of the last signature written by either of the Parties, subject to the approval of the competent authorities of each country when this is required. It is entered into for a five-year period.

Each partner university may request the modification of the agreement. Such a modification shall be made by means of an amendment drawn up by mutual agreement of the Parties, subject to the approval of the competent authorities of each country when this is required.

Either of the partner universities may request the cancellation of the agreement, subject to notifying the other university of its decision in writing with six months' notice. In the event of cancellation, the actions in progress shall continue until the end of the current academic year, at the latest.

This agreement may be renewed for a maximum period of 5 years, after the submission of a renewal application by either of the two Parties, within a period of six months preceding the expiration date of the agreement. If necessary, each renewal must be approved by the competent supervisory authorities.

If this agreement is not renewed, the actions in progress shall continue until the end of the current academic year, at the latest.

#### **Article 9 – Settlement of disputes**

The partner universities shall endeavour to settle any disputes that may arise during the execution or performance of this agreement on an amicable basis.


Should an amicable solution not be possible, the dispute will be brought before the relevant court governed by the law of the insititute's country which seizes the justice to complain or lodge an appeal.

#### **Article 10 – Text of the agreement**

This agreement has been drawn up in four original copies of identical content, two of which are in the French language and two in the English language.

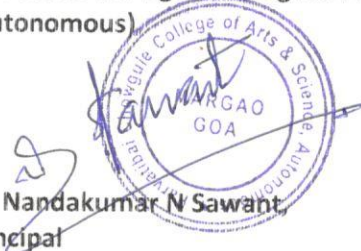
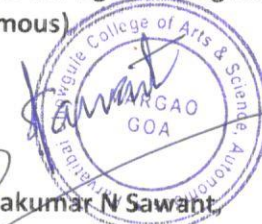
Executed in Saint-Denis, on **01 MAR. 2018**

Université de La Réunion

  
La vice-présidente  
des relations internationales  
et de la coopération régionale  
**Anne-Françoise ZATTARA-GROS**  
Prof. Frédéric MIRANVILLE  
President

Executed in Margao, on **05 APRIL 2018**

Parvatibai Chowgule College of Arts and Science  
(Autonomous)

  
  
**Dr. Nandakumar N Sawant**  
Principal

Pour information au conseil d'administration du **12 2 FEV. 2018**