

AGREEMENT FOR COOPERATION

N° 2018/SRI/240

Between **University Paris 13**,
Scientific, Cultural and Professional
Public Institution (EPSCP) ;
Code APE : 8542Z,
N° SIRET : 19931238000017,
TVA intracommunautaire :
n°: FR 5219931238099

Avenue Jean-Baptiste Clément
93430 Villetaneuse – France

hereafter referred to as UP13,
represented by its President,
Prof. Jean-Pierre Astruc

And **Institute of Mathematics of the
Vietnamese Academy of Sciences and
Techniques**

18 Hoang Quoc Viet road, Cau Giay,
10307, Hanoi – Vietnam

hereafter referred to as IM-VAST,
Represented by its Director,
Prof. Phung Ho Hai

Having regard to the Agreement of Cooperation signed on January 16, 2014 between the University of Paris 13 and the Institute of Mathematics of the Vietnamese Academy of Sciences and Techniques,

And, after submitting the present agreement to the competent authorities according to the regulations in force in each of the countries concerned, the two parties hereby agree on the following:

ARTICLE 1: Purpose

The two institutions decide to pursue and develop, on the basis of reciprocity, co-operation and co-ordination of exchanges in the field of teaching and research.

ARTICLE 2: Scope of the cooperation

The partners will identify the areas of common interest and will define the projects they wish to develop together, in conformity with the law in force in each of the countries and within the limits determined by a common agreement. Those projects may include the following activities:

- a) the exchange of teachers and researchers
- b) the exchange of students
- c) the development of common research projects
- d) the development of joint training programs
- e) the common direction of PhDs and dissertations
- f) the writing of common academic articles

The first stage of the collaboration will concern mathematics and more broadly the field of Sciences and Technologies of Information and Communication (STIC). Its realization will be entrusted to the following units:

- Galileo Institute of UP13, duly represented by its Director, Prof. Frédéric Roupin,
- The Institute of Mathematics of VAST, duly represented by its Director, Prof. LE Tuan Hoa.

This collaboration can be extended to other subject areas by simple amendment.

ARTICLE 3: Agreement implementing

Any collaborative project, activity or program developed within the framework of this agreement which is not notified in articles hereinafter will be subject to an amendment signed by both parties in which it will be spelt out in detail:

- a) the project coordinator for each institution
- b) the terms and conditions presiding over the programmed activities
- c) the obligations and the responsibilities of both parties
- d) budgets and sources of funding for planned activities
- e) Trademarks or logos which could be used in advertising or promotional material of planned activities.

ARTICLE 4: Financial arrangement

Every project or activity provided by a separate agreement implementing the present agreement is dependent on the availability of funds and will be funded separately.

Those resources necessary to the implementation of any project or activity will be negotiated by the coordinators with the persons they will consider adequate.

Furthermore, regarding the resources available, the partners will have the possibility to develop activities funded by their own resources.

ARTICLE 5: Implementation mobility

As far as the laws and regulations pertaining in each of the countries and their material possibilities allow, both parties agree to exchange academic staff to teach or lecture or to participate in research activities in view of the development of a project relating to this agreement.

The academic staff involved in exchanges, regulated by this present agreement, will continue to receive their salaries paid by their respective university and enjoy all the rights attached to their activity, as far as the laws and regulations pertaining in each country allow.

ARTICLE 6: Joint supervision thesis

The staff members qualified to supervise thesis at the University Paris 13 and at the Vietnamese Academy of Sciences and Techniques may be associated in joint thesis supervision for thesis registered in the two institutions after signature of a specific convention for each joint thesis.

The contracting institutions may award the student either a Ph. D. diploma issued by each institution or, after the approval of both the Scientifics committee and the Administrative councils of the University Paris 13, a joint Ph.D. diploma.

ARTICLE 7: Exchange students

University Paris 13 and the Institute of Mathematics of the Vietnamese Academy of Sciences and Techniques can proceed within the limit of their means and student intake capacity, to reciprocal exchanges of students for one or two semesters. "Exchange students" is the statute of concerned students and it must be understood as exchanges which can't award a double diploma to the student.

The establishment of a prior learning agreement between the parties concerned, specifying the educational framework of the exchange of the student is necessary for any exchange. Both contracting parties will do their utmost to insure that the courses attended in the receiving institution may be integrated as a recognized part of the curriculum leading of the degree or the diploma pursue by the student in his origin institution.

Exchange students will pay the tuition to their home institution and will be exempt from tuition fees in the host institution. However, exchange students will be insured against risks (accident, disease, civil responsibility) and against an eventual repatriation they could incur during their stay in the receiving university.

If the case arises and unless contrary regulations apply, the visiting students, by virtue of this present agreement, will continue to receive their scholarship or loan given by the national, local or regional authority to attend their original university. The students participating in these exchanges will pay fees in their university of origin only.

ARTICLE 8: Intellectual property rights and publication

If any new knowledge were discovered together by the staff of the two partners (insofar as none of the two partners could reasonably claim the full propriety) within the framework of the implementation of the present agreement, this new knowledge will be the common propriety, equally allocated/shared between the two parties, unless they decide it in another way.

The two partners reserve the right to make together the most of this new knowledge and that in conformity with the law and regulations in force in each of the countries.

In view to this, the contracting parties will collaborate in publishing in national or international academic journals. Any unpublished information or results obtained conjointly may not be divulged to any third party, unless there is prior agreement between the two contracting parties.

Each of the partners keeps the full propriety on its previous knowledge and on the new knowledge gotten on their own. Should the case arise, specific agreements concerning intellectual propriety of the researches and exploitation its, will have to be signed.

ARTICLE 9: Duration and renewal

The present agreement, which takes force upon its signature by the representative of the two parties, is concluded for a period of five (5) years subject to termination at 6 (six) months' notice, without prejudice to outstanding actions. In case of renewal, the same procedure of submission to the competent national authorities is to be followed again.

ARTICLE 10: Termination and suspension

This agreement may be terminated wholly or on one of its amendments by either party by registered letter with acknowledgment of receipt, sent to the other partner, with a 6-month prior notice. However, the parties commit themselves to achieving the undertaken activities, prior to the agreement termination.

In any event, the enrolled students' rights, should be protected without prejudice to ongoing actions. In this case, termination will take effect at the end of the exam period after the meeting of the corresponding board of examiners. The terminating party, shall give written notice to the other party sixty (60) days before the aforesaid exam period.

However, failure to implement the agreement motivated by the safeguarding of the public interest or as the result of any instance of force majeure as commonly defined by law, the agreement shall be suspended as of right. In these circumstances, both parties are to fulfill again their mutual obligations once the factor responsible for the suspension has disappeared.

Nevertheless, if the suspension lasts longer than fifteen (15) days, the parties will expressly accept to meet in order to find a solution and/or agree on an appropriate agreement as a result of this suspension.

If no agreement is reached within thirty (30) days after this meeting, the agreement shall be automatically terminated provided that the rights for the students, pursuing their studies, remain protected without prejudice to ongoing actions.

ARTICLE 11: Settlement of disputes

Both parties will try to reach an amicable solution within sixty (60) days of receiving a written settlement request for any disagreement relating to the present protocol of cooperation. When no amicable solution can be reached, the disagreement will be submitted to mediation and failing this to the arbitration tribunal of Paris (CMAP) to which both parties have agreed to adhere.

ARTICLE 12: Responsibilities

Coordinators are responsible for managing the programs implemented by this Agreement and provide annually a report to their respective institutions. The coordinators are appointed by each university among the academic teaching or research staff. They are appointed for four years and may be reappointed thereafter.

Each party will be held responsible if it fails to implement satisfactorily its provisions. A contracting party will only be held responsible in case of breach of contract.

Both contracting parties guarantee each other against any legal action from the staff, suppliers and service providers for whom the other party is personally responsible under the mutual obligations defined in this convention

ARTICLE 13:

The articles of the present agreement may be amended or modified by mutual consent of parties involved.

ARTICLE 14:

The present agreement is written in French and in English in two copies, with one copy for each Institution, both languages versions are official.

Villetaneuse,

Date

The President of University Paris 13,

Prof. Jean-Pierre Astruc



Hanoi,

Date

14/5/2019

The Director of the Institute of mathematics of the Vietnamese Academy of Sciences and Techniques,

Prof. Phung Ho Hai

