



**Cracow University
of Technology**



COOPERATION AGREEMENT

between

**the University of Tours
Faculty of Pharmaceutical Sciences
Faculty of Science and Technology
Plant Biomolecules and Biotechnology (BBV) Laboratory
France**

and

**Cracow University of Technology
Faculty of Chemical Engineering and Technology
Poland**

Education/Research

Considering the Articles D123-15 to D123-22 from the French Code of Education regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the Polish Higher Education and Science Act of 20 July 2018 (Consolidated text, Dz.U. of 2018, item 1668, as amended),

BETWEEN

the University of Tours (hereafter referred to as UT), represented by its President, Prof. Arnaud Giacometti, on the one hand,

AND

Cracow University of Technology (hereafter referred to as CUT), represented by its Vice-Rector for Education and International Cooperation, Prof. Jerzy Zając, 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 of Tours, for the Faculty of Pharmaceutical Sciences, the Faculty of Science and Technology, and the Plant Biomolecules and Biotechnology (BBV) Laboratory,
- and Cracow University of Technology, for the Faculty of Chemical Engineering and Technology.

ARTICLE 2: FIELDS OF COOPERATION

The cooperation programmes will cover the following areas:

- joint research activities on the following themes: Biotechnology, Cosmetics, Phytochemistry and Chemical Technology;
- welcoming of graduate and PhD students, providing they fulfil the universities requirements for enrolment.
 - The students enrolled in an internship program/research work at the Faculty of Pharmaceutical Sciences/the Faculty of Science and Technology/BBV laboratory at UT 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 traineeship agreement).
 - The students enrolled in an internship program/research work at the Faculty of Chemical Engineering and Technology at CUT during their Master Degree, are exempted from registration fees.
- the exchange of faculty members and researchers,
- the organization of joint supervision of doctoral theses. This program will result in the execution of specific international joint, supervision thesis agreements signed by the student and the supervisor of each institution,
- the sharing of documentation, information and technical and scientific publications,
- the joint publication of scientific works and teaching documents,
- 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 UT: Ms. Nathalie Guivarc'h, Professor, and Mr. Arnaud Lanoue, Assistant Professor, researchers at the Plant Biomolecules and Biotechnology (BBV) Laboratory

- for CUT: Ms. Magdalena Malinowska, Assistant Professor at the Faculty of Chemical Engineering and Technology

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 Polish side: the teachers and research team members of different university research laboratories of Cracow University of Technology will be able to participate in the research program, depending on the specific needs.

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 appendices 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 Polish side will be their own University's responsibility, that is to say:

- the Faculty of Pharmaceutical Sciences, the Faculty of Science and Technology, and the Plant Biomolecules and Biotechnology (BBV) Laboratory - UT
- the Faculty of Chemical Engineering and Technology - CUT.

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 have been specifically designated as not confidential or in the public domain. This provision has no effect if the party can demonstrate:

- they 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

This agreement will be enforceable after signature by both parties and approval by competent authorities. It will be valid for a period of five (5) years, unless otherwise revoked by either party, provided six (6) months written notice be given. In case of renewal, it will be further resubmitted for the approval by the competent authorities in both institutions, in compliance with current legislation.

ARTICLE 12 : AMENDMENTS

Any modification to the current text, decided by both contracting parties, will be subject to an amendment signed by the parties and must be submitted for the approval by the competent authorities.

ARTICLE 13 : TERMINATION

- a. Termination for fault.* – Each Party may terminate this Agreement unilaterally in case of non-compliance by the other Party with its essential obligations, by registered letter with acknowledgement of receipt. The termination will be effective six (6) months after sending this letter, postmark date and stamp used as proof. The breaching party is not entitled to claim any compensation.

Prior to exercising discretion, the party using its unilateral termination power must seek redress, in an adversarial procedure, after providing a formal notice from the co-contracting party, within a period determined by this party, asking to act as soon as possible to remedy the situation and to send the co-contracting party any information that could justify the breaches. Unilateral termination rights can then only take place in the event there is no successful mediation dialogue between the parties.

- b. Termination for any other reason* - Both parties expressly reserve the right to unilaterally terminate this agreement for any other duly justified reason. The most diligent party notifies the other party of its decision by registered letter with acknowledgment of receipt, subject to a six-months' notice period before the end of the current academic year. The termination takes effect at the end of this academic year. As a consequence of a unilateral decision to terminate, the non-breaching party is not entitled to claim any compensation.

ARTICLE 14 : GOVERNING LAW

Any claim or dispute arising out of or in connection with this agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country where the defendant institution is located.

ARTICLE 15: DATA PROTECTION

Each party shall comply with the law applicable to the protection of personal data, in particular the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the applicable national provisions relating to information technology, files and freedoms.

The personal data collected within the framework of this agreement and its execution are mandatory for the processing and management of the operation in question, its subsequent developments and in particular for its computer processing carried out under the responsibility of the parties.

The parties may use the personal data for the purposes of implementing this framework agreement, monitoring, statistics and evaluation.

The personal data may also, by express agreement, be used or communicated to partners or third parties involved in the execution of the services concerned.

The parties whose personal data is collected have a right of access, rectification and deletion on legitimate grounds, to information concerning them. These rights can be exercised by sending a letter or an e-mail to:

Université de Tours:

Direction des affaires juridiques et du patrimoine
60, rue du Plat d'Étain
37020 Tours Cedex 1
dpo@univ-tours.fr

Cracow University of Technology:

Data Protection Officer

Warszawska 24, 31-155 Cracow, Poland
iodo@pk.edu.pl

Each party have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL).

ARTICLE 16 : EQUAL OPPORTUNITY

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of ethnicity, age, religion, nationality or sexual orientation. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Two (2) signed original hard copies of the present agreement will be executed in English.

The University of Tours

Cracow University of Technology

The President

The Vice-Rector for Education
and International Cooperation

Prof. Arnaud GIACOMETTI

Prof. Jerzy ZAJĄC

*Approved by UT Administration Board
on*

The Faculty of Pharmaceutical
Sciences

The Faculty of Chemical
Engineering and
Technology

The Dean

The Vice-Dean for Evaluation and
International Cooperation

Prof. Denys BRAND

Prof. Katarzyna Matras-Postołek

The Faculty of Science and Technology

The Dean

Prof. Sandrine DALLET-CHOISY

Plant Biomolecules and Biotechnology
Laboratory

The Director

Prof. Nathalie GIGLIOLI-GUIVARCH