



FRAMEWORK AGREEMENT FOR ACADEMIC COOPERATION

BETWEEN

The ÉCOLE CENTRALE DE LYON
36, avenue Guy de Collongue, 69134 Écully

Represented by its Director, Prof. Pascal RAY
Hereinafter referred to as the ECL

AND

The UNIVERSIDADE DE PERNAMBUCO
Avenida Governador Agamenon Magalhães, S/N, Santo Amaro, Recife/PE

Represented by its Rector, Profa. Maria do Socorro de Mendonça Cavalcanti
Hereinafter referred to as UPE

Each is referred to hereinafter as a 'Party' and collectively as the 'Parties'.

Preamble

The signatory institutions recognize the value of educational, cultural, and scientific exchanges between international institutions, and have determined that sufficient mutual interest exists in the fields of higher education and research, to conclude a framework agreement which will include all areas of mutual interest.

SECTION 1. SCOPE OF THE AGREEMENT

The purpose of this framework agreement is to strengthen cooperation between the ENISE, internal school of the Ecole Centrale de Lyon on the campus at St. Etienne (ECL-ENISE) and the UPE, in order to further develop collaboration in academic, scientific and cultural activities. Both establishments will promote the exchange of staff and students, and the sharing of activities and experiences in the fields of scientific research, technological innovation and education.

1.1 Activities covered by the agreement

The Parties agree to collaborate in the following specific activities:



- The exchange of students registered for the Engineering degree, Master's degree and Doctoral degree programmes at the ECL-ENISE and the UPE;
- The exchange of teaching, research and administrative staff between the two establishments;
- Collaboration via remote/online lectures;
- Research projects of mutual interest;
- The organization of joint seminars, symposia and discussions on topics of common interest in education and research.

Specific agreements will be signed for each of the academic exchange programmes, defining the terms and conditions of each exchange. The period of validity of these exchange agreements will not extend beyond the term date of this framework agreement.

The collaboration activities arising from the present agreement will be subject to the regulations of both institutions.

SECTION 2 PROGRAMME IMPLEMENTATION

2.1 Organization and coordination

The Programme will be administered by the Deputy Director of International Relations at the École Centrale de Lyon on the campus at Saint-Etienne and by Director of Internationalization Office at UPE.

Administrative details at the ECL-ENISE will be managed by the Administrative Officer responsible for partnerships, and at UPE by the Director of Internationalization Office.

Academic questions at the ECL-ENISE will be handled by the academic correspondent for relations with the South America. At UPE, these will be handled by the Director of Internationalization Office.

2.2 Rules and Regulations

During their stay abroad, all exchange students must abide by the regulations and policies in force at the host institution. In case of non-compliance with these obligations, the host institution reserves the right to apply disciplinary measures against the student in question after having informed the home institution. These disciplinary measures will not affect other programme participants.

2.3 Insurance

To be eligible to participate in the exchange program, students must purchase the health insurance required by the host university. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, will be the personal responsibility of the exchange students.

All international exchange students enrolled at the ECL-ENISE must take out public liability insurance which must provide cover for all activities related to both student and private life, and for renting accommodation.



Neither the ECL-ENISE nor UPE assumes any responsibility for the payment of health and related accident insurance premiums for incoming exchange students, including compensation for illness and injuries that occur whilst on the host campus.

SECTION 3 GENERAL PROVISIONS

3.1 Protection of personal data

Exchanges and transfers of personal data will take place in compliance with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free circulation of such data.

3.2 Security clearance

All the research groups at the ECL-ENISE are covered by national regulations concerning access to restricted zones and restricted information.

Any student wishing to work on a research project with one of the research groups at the ECL-ENISE must therefore obtain prior security clearance from the security officer (*Fonctionnaire Sécurité Défense* – FSD).

If security clearance is refused, it is not possible to appeal against the decision, nor is it possible to know the reasons for the refusal.

3.3 Intellectual property rights

All pre-existing intellectual property belonging to or under license to the ECL-ENISE will remain under the exclusive ownership or license to the ECL-ENISE unless agreed to the contrary by ECL-ENISE representatives.

All pre-existing intellectual property belonging to or under license to UPE shall remain under the exclusive ownership or license to the UPE unless agreed to the contrary by its representatives.

Neither the ECL-ENISE nor UPE will use pre-existing intellectual property belonging to the other without the written consent of the other party.

The ownership of any new intellectual property created by students participating in the programme will be subject to an agreement to be signed between the students and the institutions, on a case-by-case basis.

The ownership of any new intellectual property created by permanent members of staff as a result of their participation in the programme will be owned jointly by the ECL-ENISE and UPE.

Both the ECL-ENISE and UPE agree that all arrangements relating to intellectual property remain subject to the agreed arrangements between the ECL-ENISE and UPE.

Students participating under this agreement shall be subject to the rules and regulations of the host establishment. They will also have the rights and privileges enjoyed by other students enrolled at the host establishment.



3.4 Use of corporate image

Each party authorizes the use of their institutional logos, whether in electronic or printed form, solely for the purpose of marketing and promoting student exchanges between the ECL-ENISE and UPE.

For any other cases in which one of the parties wishes to use the logos of the other party, they must obtain prior authorisation from the other party, specifying the use that will be made, and the form (electronic or printed) in which the logos will be used.

The authorisation, which must always be in writing, shall specify the use(s) being authorised, as well as the period during which the authorisation shall remain valid, which must never extend beyond the period of validity of this agreement.

3.5 Liability

Each institution assumes any and all risks of personal injury, property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees or agents thereof.

3.6 Settlement of disputes

According to the principles of international law, this agreement is governed by the law of the country where it is implemented.

The signatory institutions agree to settle any dispute, which may result from the interpretation of this agreement, out of court.

Any dispute concerning the application or interpretation of the Agreement which has not been amicably resolved by the parties shall be settled by arbitration, using a commission composed of one member from each signatory institution, plus a third member chosen by mutual agreement, being designated to settle the dispute.

If arbitration does not lead to a mutually satisfactory solution to the dispute, it shall be referred to the competent court.

In the event of contradiction and/or incompatibility between the provisions of the various contractual documents, the order of prevalence of these provisions is as follows:

1. the provisions of the Framework agreement,
2. the provisions of any specific agreement.

The termination of the Framework agreement shall not affect any other signed agreements that are subsidiary to the Framework Agreement. The provisions of the Framework Agreement continue to apply for the period applicable as set in article 3.7

3.7 Term, Amendments, Termination

This agreement will become effective on the date of the final signature and it will remain in force for a period of five (5) years from the date of the last signature. It may be renewed by mutual written consent from both parties, for the same duration.



Amendments or changes to this agreement shall be made in writing and signed by the duly authorised representatives of the institutions.



It may be terminated by either institution providing written notice to the other party no later than September 1st of the current year with effect from the beginning of the following academic year.

However, any termination of the agreement will in no way interrupt the activities undertaken and still ongoing.

3.8 Number of copies

This agreement has been drawn up in two (2) copies, written in English.

In the event of a discrepancy, the French version of this agreement shall prevail in all matters related to this agreement.

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| <p>For the École Centrale de Lyon, Prof. Pascal RAY The Director</p> <p>Per delegation, Mr. François Marie LARROUTUROU The Director of ENISE</p>  | <p>For the Universidade de Pernambuco, Profa. Dra. Maria do Socorro de Mendonça Cavalcanti</p> <p>Rector University of Pernambuco (UPE)</p>  <p>Prof.ª Dra. Mª do Socorro de M. Cavalcanti Reitora</p> |
| <p>Date: 22/08/22</p> | <p>Date: 19/08/22</p> |