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**International Cooperation Agreement**

**between**

**Kaohsiung Medical University, Taiwan**

**and**

**[Name of University, Country]**

Kaohsiung Medical University (hereinafter as “KMU”) and [Name of University, Country], (hereinafter as “OOO”), recognizing the benefits to their respective universities from the establishment of international links, conclude this International Cooperation Agreement (Hereinafter as “ICA”).

1. FIELDS of COOPERATION -The collaboration concerns all common scientific fields of both institutions.
2. OBJECTIVES- Each institution will pursue the following objectives:

- Participate within the framework of specific programmes to the activities of the partner institution, by facilitating exchanges between teachers, and by organizing periodic meetings for scientific or educational purposes;

- Carry out educational, technical and administrative expertise;

- Commit mutually to sharing information and knowledge concerning teaching and research, as well as international scientific events of mutual interest;

- Build research teams in areas of common interest;

- Facilitate the exchange of students in the framework of current programmes or those programmes appropriate to be developed, or lab work or internships;

- Encourage participation in conferences, seminars and summer courses organized by each partner;

- Communicate to the academic and professional community concerned, at both national and international levels, the cooperative actions undertaken under this agreement;

- Promote training and staff exchange between the Parties;

- Encourage the implementation of double degrees particularly at doctoral level (co-advised PhD thesis);

- The Parties shall exchange teaching materials, dissertation abstracts, publications edited by Information and Public relations offices in the departments, publications from both institutions.

1. MEANS - For the implementation of the present agreement, the Parties will attempt to obtain the necessary means for the realisation of corresponding projects from the national, European and international authorities. Any potential linked specific memorandum will be provided with financial appendix when required.
2. **MANAGEMENT of the AGREEMENT** –

Each Party shall appoint a contact person or office who will be responsible for the administrative monitoring of this agreement.

At [OOO], this agreement and its future developments, notably specific memorandum, will be managed by [Name of epartment].

At KMU, this agreement will be managed by the Office of Global Affairs of the University.

1. **SPECIFIC MEMORANDUM** –

The different collaboration activities such as the setting up of annual or multi-annual programs will be covered by specific memorandum drafted jointly by both Parties, subject to procedure of both institutions. If required, a new party could be associated to common actions of cooperation. The same will apply for degrees in international partnership.

International joint supervision PhD theses are covered by specific agreements established between the two parties who agree on the following general principles:

- The estimated duration of the PhD program is three (3) academic years. This period may be extended, by special dispensation, by means of a specific amendment signed between the two institutions.

- Reciprocity of tuition fees must be respected for the entire period of the PhD program.

- The thesis results in a single doctoral defense recognized by both institutions.

- Both partners agree to award the Doctoral degree on the basis of the unique successful defence report of the PhD thesis.

1. **OBLIGATION of CONFIDNTIALITY** –

Each Party will treat as confidential and agrees not to disclose to third parties in any form whatsoever, all information, such as documents, systems, software, know-how, methods, knowledge from the other Party or knowledge that he could have known at the time of execution of this Agreement, directly or indirectly (hereafter referred to as "Confidential Information"), and undertakes to use the Confidential Information only for the execution of a research programme issuing from this cooperation.

Each Party undertakes to ensure that permanent or temporary members of its staff and students respect the confidentiality obligation contained in this section and take the necessary measures to guarantee confidentiality.

This present obligation of confidentiality does not apply to information already publicly available at the time of the disclosure.

This commitment will enter into force on the date of signature of this agreement and will continue to apply until the information has entered the public domain, not withstanding the termination or maturity of that commitment.

Except for Article 8, the present Agreement does not imply any transfer or licensing of intellectual property rights and/or industrial technology transfer concerning information provided by one partner to another.

1. **DEVELOPMENT, COMMUNICATION and PUBLICATION** –

Any publication or disclosure of information by either Party concerning the results or know-how resulting from any programme established under this Agreement, shall require, during the term of this agreement and 12 (twelve) months after its expiration, the written agreement of the other Party who will communicate its decision within a maximum period of two months from the application. After this delay and/or lack of response, consent to publication will be assumed.

Consequently, any proposed publication or communication will be subject to examination by the other Party, who may modify or delete certain information whose disclosure may be likely to negatively affect commercial and industrial use, under normal circumstances, of the results from the applicable programme. Such deletions or changes must not affect the scientific value of the publication.

Moreover, the other Party may delay the publication or communication for a maximum period of 18 (eighteen) months from the application, particularly if the information contained in the publication or communication is protected under Industrial Property rights.

These publications and communications should include the contribution made by each Party towards the development and implementation of the programme.

1. **INTELLECTUAL PROPERTY** –

The results obtained by the parties prior to any applicable programme established under this Agreement or independently, remain their respective properties. The other Party will not receive any relevant rights on patent and know-how resulting from this contract.

The representative brands, trade marks and names of each Party remain their personal property and cannot be used by the Party for any purpose outside the scope of this Agreement and without the holder’s consent.

The results from any applicable programme established under this Agreement belong to:

- Aix-Marseille University, in cases where the programme is completed in its facilities, from its equipment/materials and with its sole intellectual and financial contribution.

- Kaohsiung Medical University in cases where the programme is completed in its facilities, from its equipment/materials and with its sole intellectual and financial contribution.

Results from direct collaboration between the Parties are jointly owned by the Parties in proportion to their respective intellectual and financial contributions and supply of material/equipment.

 The sharing and conditions of use of the rights will be determined by mutual agreement between the parties, through a separate legal act, in proportion to their respective contributions.

Except in cases of waiver of any of the Parties, the patents are filed and expenses shared by France and abroad, in the names of both partners.

The management and monitoring of joint patents from the filing date of the first patent application until their entry into the public domain, is entrusted to the organization responsible for managing the joint ownership.

As such, the managing organisation of the joint ownership has the sole responsibility to act on behalf of the joint owners, for all acts of registration, maintenance and extension of shared patents. It assesses the opportunity to seek the assistance of an agent to perform these functions.

The parties will designate the managing organisation when a possible first joint patent will be filed (according to the rules in force).

The partners undertake:

- To provide all technical or administrative documents necessary for the filing and obtaining of shared patents;

- To ensure that the names of inventors are listed in accordance with legal provisions in force, within the patent applications;

- To ensure their personnel are cited as inventors, that they supply all signatures and perform all formalities necessary for filing, obtaining, and maintaining the shared patent.

If either party wishes to relinquish or transfer a share of their patent, it shall notify the other Party (joint owner) in writing by registered letter with return receipt who will then have a right of pre-emption in equal conditions.

Without the latter exercising this right within three (3) months of notification of the proposed transfer, and pursuant to Article L-613-29 of the Code of Intellectual Property, the sale shall be deemed final.

Before any act of direct or indirect exploitation of the programme’s results, an agreement specifying financial terms will be signed between the Parties.

1. **TERM**

This present Agreement is established for a period of maximum five (5) years.

For national diplomas, it is limited to the duration of the accreditation of the institution.

The agreement becomes valid upon signature by both Parties. It is renewed by mutual agreement, by means of a written amendment, between the Parties for similar periods, in accordance with the applicable procedure in each institution.

Any modification of this agreement is subject to the prior written consent of both Parties by way of an additional agreement.

Either party may terminate the present Cooperation agreement at any time, minimum six (6) months before the desired termination date. The termination should not hinder or interfere with cooperation activities already underway.

1. **CONCILIATION, ARBITRATION and DISPUTE SETTING**

Any dispute between the Parties concerning the application and interpretation of this agreement and its consequences will immediately be settled by conciliation without prejudice to the usual methods of arbitration.

In case of non-conciliation, the competent jurisdiction will be that of the defendant.

This agreement is established in English, printed and signed in two (2) original copies, each text being authentic

Date:

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| **Kaohsiung Medical University** | **Name of University** |
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| **Prof. Yuh-Jyh Jong****President** | **Prof. [Name]****President/ Chancellor/ Rector/ …** |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |