

EXERCICE 2018

CONSEIL D'ADMINISTRATION
Délibération n°D-CA/2018-219

Le conseil d'administration s'est réuni le 27 novembre 2018 en séance plénière, sur convocation du Président de l'université adressée le 16 novembre 2018.

- VU le code de l'éducation et notamment son article L712-3 ;
- VU les statuts de l'université ;
- VU l'avis du 29 mars 2018 de la Commission des conventions ;
- VU l'avis favorable du 07 juin 2018 du Conseil de Gestion de la faculté des Sciences Fondamentales et Biomédicales ;
- VU l'avis favorable du 02 juillet 2018 de la Commission de la formation et de la vie universitaire.

Point de l'ordre du jour : Ilème Partie – P7.4 – Convention d'échange d'étudiants avec Doshisha University

Exposé de la décision :

Il est proposé au conseil d'administration d'approuver ce partenariat (ci-après convention annexée).

Après en avoir délibéré, le Conseil d'administration approuve la présente délibération.

Nombre de membres constituant le conseil : 36
Quorum : 18
Nombre de membres participant à la délibération : 19
Abstentions : 00
Votes exprimés : 19
Contre : 00
Pour : 19

Fait à Paris, le **07 DEC. 2018**

Le Président



Frédéric DARDEL

En application des articles R421-1 et suivants du Code de justice administrative, la présente délibération pourra faire l'objet, dans un délai de deux mois à compter de sa notification et/ou de sa publication, d'un recours gracieux auprès du Président de l'Université Paris Descartes et/ou d'un recours pour excès de pouvoir devant le Tribunal administratif de Paris.

Agreement of Academic Cooperation

Between

**Université Paris Descartes, France
On Behalf of its Faculty of Basic and Biomedical Sciences**

And

**Faculty and Graduate School of Science and Engineering, and
Faculty and Graduate School of Life and Medical Sciences,
Doshisha University, Japan**

This Agreement is concluded between:

Université Paris Descartes – a scientific, cultural and public institution – located at 12, rue de l'École de Médecine 75006 Paris, France, currently represented by its President, Professor Frédéric DARDEL

On behalf of its Faculty of Basic and Biomedical Sciences

And

Faculty and Graduate School of Science and Engineering and Faculty and Graduate School of Life and Medical Sciences of Doshisha University, (hereafter DU) located at Kyotanabe Campus, 1-3, Tatara Miyakodani, Kyotanabe-shi, Kyoto, 610-0394, Japan, currently represented by its President, Professor Takashi MATSUOKA

Referred to collectively as “the Parties”

Visas

Having regard to the Agreement of Academic Cooperation signed on April 27, 2009;

Having regard to the Endorsement n°1 signed on June 28, 2012.

Outline

This Agreement aims to renew the formal collaboration between DU and Université Paris Descartes, which was initiated in 2009, renewed for the first time in 2012 and ended in 2015. The first years of the collaboration enabled researchers to explore research topics of common interest, in particular in Chemistry. The Parties wish to further develop the cooperation for the exchange of students, mostly in internships and to further develop research topics of common interest.

Article 1: Main goal

Setting up exchange programs for teachers, students and scholars, and coordinating the implementation of a joint research program are among the prime goals to be achieved through the collaboration of the Parties.

General framework for this Agreement: Faculty of Basic and Biomedical Sciences and DU establish a friendly relationship between them and express the desire to facilitate the mutual exchange of teachers and students.

Goals to be achieved: Advancement in education and research by collaboration between the two institutions.

Areas of studies: Chemistry, biochemistry, biology, toxicology and ecotoxicology, pharmaceutical science, neuroscience, biological information, biomedical engineering, life engineering and ergonomics.

Article 2: Principles and implementation

This Agreement is designed to facilitate and to intensify the scientific and educational exchanges between the Parties.

2.1

The Parties undertake to implement coordinated research and training programs with a view to cooperating in the field of development on an academic level in both of the countries involved.

2.2

To attain the objectives mentioned in 2.1, the institutions pledge to do their utmost, in accordance with the regulations in force in their respective parties, to:

2.2.1 Promote educational and research programs,

2.2.2 Exchange the teaching, research and technical staff, and

2.2.3 Exchange two students from each institution per year; one student for one academic year is equivalent to two students for one academic semester.

2.3

The exchange students from other institution will be accepted as a full-time non-degree seeking student at the host institution. The period of study in the host institution will be, in principle, between six (6) months and one (1) year. With the approval from both institutions, a period of study may be less than six (6) months, however the minimum period of stay at the host institution is three (3) months. Upon completion of the period of stay at the host institution, the exchange students must return to the home institution unless both institutions have approved an extension of their stay within the limit of one (1) year.

Students from Université Paris Descartes must complete the program, which is equivalent to Bachelor degree in the home institution prior to attending DU. The internships that might be proposed by DU to French students should not exceed six (6) months.

Students from DU must complete the program equivalent to Bachelor degree in the home institution prior to attending Université Paris Descartes. For students from DU who attend Université Paris Descartes at least for one (1) semester, any academic credit earned at Université Paris Descartes may be transferred back to DU.

For students of Paris Descartes who attend DU at least for one (1) semester, any academic credit earned at DU may be transferred back to Paris Descartes.

2.4

Accepting the proposed students (or interns) into the teaching and research programs of the partner institution will require individual measures on the educational supervisors' proposal within each party. They will take into account the admission criteria along with the hosting facilities of the subjects involved and the applicants' possible needs for additional training. If notified, the committee accredited to this end may also be consulted.

2.5

If necessary, each collaborating partner will draw up the results and submit the report to the Office of Technological Transfer of each Party. Academic results obtained from collaboration are encouraged to be submitted as an academic paper to an appropriate journal. The Party wishing to make a publication or communication will provide a copy of such proposed abstract or publication manuscript (and a reasonably detailed description of any such oral presentation or other public disclosure) to the other Party, at least forty-five (45) days prior to any submission of publication or communication to an editor.

2.6

However, in the event that the results would be likely to lead to the filing of a patent application, the confidentiality will be maintained by the Parties who commit thereto until the filing of said application; being understood that the period of time to file said application shall not exceed ninety (90) days from the date of the end of the sixty (60)-day review period.

2.7

All publications and communications shall refer to the contribution of each of the Parties, according to scientific publication standards, in the carrying out of the collaborative research programs, unless one of the Parties decides that it does not want its contribution to be referred to.

2.8

Each research program will be the subject of a specific Agreement. It is agreed between the Parties that the specific Agreement shall notably establish that:

- The results obtained within the framework of the research program shall be in joint ownership between the Parties. On no account will these results bring about any patent or commercial exploitation by one single university involved without the formal and previous agreement of the legal representative of each university.

- For the whole duration of the specific Agreement, any and all publication or communication, written or oral (including participation in conferences), of any and all pieces of information related to the research program (including common results) made by one of the Parties shall be submitted, in writing, to the agreement of the other Party.
- Each of the Parties pledges not to divulge, distribute, reproduce, copy, duplicate, publish, communicate or transfer to third parties, partially or totally, directly or indirectly, in oral or in writing or in any way all or part of the confidential information belonging to the other Party and obtained within the framework of the present research program.

Article 3: Responsibility and follow up

The French coordinators of the project are:

Prof. Olivia REINAUD

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The Japanese coordinator of the project is:

Prof. Masahito KODERA

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Fax: +81 774 65 6800

E-Mail : jt-istc@mail.doshisha.ac.jp

Article 4: Tuition and Financial means

The host institution does not incur travel expenses and costs of living for a visiting student and/or a teacher.

Within the framework of the exchanges of students, institution fees are paid to the home institution, and are waived by the host institution. The use of non-academic or non-obligatory facilities, services and functions at the host institution may require the payment of fees by the exchange student. In addition, the students shall also be required to acquire their own insurance to cover civil liability and repatriation, and to provide documentary evidence to the relevant administrative services. Students from Université Paris Descartes are required to join the National Health Insurance Program instituted by the government of Japan. Students from DU are required to purchase adequate medical insurance in accordance with the regulation of France.

Article 5: Term of Validation, Amendment, and Termination

This Agreement comes into effect upon its signature by the relevant authorities of each party. The initial duration of the Agreement is five (5) years subject to revision or modification by mutual written agreement.

This Agreement can be modified at any time on demand of one of the parties, by written amendment. Either party may, by notice in writing of no less than six (6) months, terminate this Agreement, without prejudice to previously undertaken actions.

Such notice of termination will not interfere with cooperative programs already underway as of the date of termination. Such programs will be allowed to continue until their conclusion. The institutions will confer concerning the renewal of this partnership by mutual and written agreement of the parties six (6) months prior to its expiration.

Should any dispute arises concerning the interpretation and/or the implementation of this Agreement, the Institutions shall attempt to settle amicably by mutual consultation out of court. In case of irreconcilable dispute, the applicable jurisdiction will be that of the defending party's domicile.

Drawn up and signed in two (2) original copies, in English. Both copies are authentic. As witness to their consent to this Agreement, the appropriate authorities hereunto provide their signatures.

For Université Paris Descartes

Professor Frédéric DARDEL
President

Date

Professor Charbel MASSAAD
Director
Faculty of Basic and Biomedical Sciences

Date

For Doshisha University

Professor Takashi MATSUOKA
President

Date

Professor Kazuhiko TSUKAGOSHI
Dean
Faculty and Graduate School of Science and
Engineering

Date

Professor Noriko NOGUCHI
Dean
Faculty and Graduate School of Life and
Medicinal Sciences

Date