

Approbation de l'accord de coopération entre
l'Université Toulouse III - Paul Sabatier et l'Institut des
Sciences et Technologies de Nara (NAIST) au Japon

Commission de la Formation et de la Vie Universitaire du 04 avril 2023

Délibération 2023/04/CFVU – 34

Vu le code de l'éducation, notamment son article L.712-6-1 ;

Vu les statuts de l'Université Toulouse III – Paul Sabatier, notamment son article 35 ;

Après en avoir délibéré, les conseillers approuvent l'accord de coopération entre l'Université Toulouse III - Paul Sabatier et l'Institut des Sciences et Technologies de Nara (NAIST) au Japon.

Toulouse, le 04 avril 2023

Le Président



Jean-Marc BROTO

Nombre de membres : 40
Nombre de membres présents ou représentés : 22

Nombre de voix favorables : 22
Nombre de voix défavorables : 0
Nombre d'abstentions : 0
Ne prennent pas part au vote : 0
Nombre de votes blancs : 0

Agreement for a Collaborative Laboratory

**Nara Institute of Science and Technology - Université Toulouse III -
Paul Sabatier**

Between

Nara Institute of Science and Technology

Japanese National University Corporation

Registered office: 8916-5 Takayama, Ikoma, NARA 630-0192, JAPAN

Represented by Dr. Kazuhiro Shiozaki, President

Hereinafter referred to as «NAIST»

And

Université Toulouse III - Paul Sabatier

French Public University

Registered office: 118 route de Narbonne, 31062 Toulouse Cedex 9

Represented by Pr. Jean-Marc Broto, President

Hereafter referred to as «UT3»

Hereinafter «NAIST» and «UT3» are jointly referred to as «the Parties»

Preamble

NAIST and UT3 agree to place a NAIST collaborative laboratory within UT3 to further expand and improve education and research at NAIST, promote mutual research activities, and thereby contribute to the development of science and technology

The following has been agreed upon:

Article 1: Purpose of the Agreement

The purpose of this Agreement is to define terms of the framework of the "NAIST-UT3 International Collaborative Laboratory" (Hereinafter referred to as «Laboratory»).

1.1 NAIST shall establish a Laboratory between UT3 and the Division of Materials Science, Graduate School of Science and Technology, NAIST to be administered by UT3.

1.2 NAIST shall appoint UT3 researchers as visiting faculty staff of NAIST upon negotiation with UT3 in order to ensure the quality of the education and research activities linked to this Collaborative Laboratory. The researcher responsible for this Collaborative Laboratory shall be the equivalent of professor. The responsible person may be determined at a future date by general agreement and specified in an amendment.

1.3 NAIST may give the visiting faculty staff the title of Affiliate professor or Affiliate associate professor.

1.4 Visiting faculty staff will give research guidance and lectures to Master or Doctoral students from NAIST or UT3.

1.5 Research guidance will be conducted at UT3 for NAIST students.

1.6 The status of NAIST students who receive research guidance at UT3 shall be stipulated by UT3 and those students shall follow UT3 rules and regulations.

1.7 Other matters concerning the Laboratory shall be stipulated in Appendix 1.

Article 2: Insurance

2.1 NAIST shall require students to have appropriate, effective health insurance and liability insurance, for damage to persons and property, as well as repatriation insurance for the duration of their stay during their stay in the Laboratory. Any medical expenses that exceed the coverage provided by such insurance shall be the sole responsibility of the student.

2.2 NAIST requires students to take out Personal Accident Insurance for Students Pursuing Education and Research (PAS).

2.3 UT3 students and staffs involved benefits from all required insurances provided by UT3 in the framework of this collaboration and its missions.

Article 3: Responsibilities

3.1 When NAIST students receive research guidance in UT3, the students and NAIST shall not be liable for damages in the event of damage to UT3 equipment due to an accident. However, this shall not apply if the damage was intentional or due to gross negligence.

3.2 UT3 shall not be liable if a student incurs physical or mental harm due to accidents while receiving research guidance in NAIST. However, this shall not apply if the physical or mental harm was intentional or due to gross negligence.

Article 4: Financial Obligations

Under this Agreement, NAIST will pay UT3 a supporting budget for the research guidance and the activities inside of the International Collaborative Laboratory. The budget allotted is to provide support actions under this collaborative laboratory; the partners will seek additional funding for specific research projects. An office and laboratory space for the students will be provided by the hosting research group. The specific details shall be listed in Appendix 2. Appendix 2 may be modified as needed in the agreement and specified in an amendment.

Article 5: Secret - Publications

Students receive research guidance from visiting faculty staff and the handling of the attribution of research results obtained as a result of this guidance shall be determined through discussion between UT3 and the students. Any publication or communication of the information concerning research activities from the collaboration will get a prior written approval of UT3, particularly when confidential information might be disclosed. The conditions of publication shall be defined in a new agreement between UT3 and the students. The Parties shall instruct students to that effect. However, in view of the educational purposes of such, the UT3 shall give as much consideration as possible for the publication of students' research results.

Article 6: Intellectual Property Right

Students will receive research guidance from visiting faculty staff, and the handling of the attribution of intellectual property obtained as a result of this guidance shall be determined through discussion between the Parties.

The parties reserve the right to jointly exploit the scientific information and the results acquired within the activities implemented by the present agreement. This is done in accordance with the laws and regulations in force in each of the two countries and the regulations that govern each of the parties. The conditions of their exploitation shall be set forth in a new agreement.

In consequence, the parties can work together for joint publications in scientific journals. Scientific results and information that has not been the subject of joint publication cannot be communicated to third parties without prior agreement. The own results obtained by the Parties prior to the collaboration or from an independent manner, remain their respective property.

Article 7: Terms of Agreement

This agreement shall become effective on the date of signing by the representatives of the Parties, and be valid for five years. Any amendment and modification, as well as extension or

termination of the Agreement may be made by the mutual agreement of the both parties. If any of the Parties decides to terminate the agreement, the responsibility of UT3 shall be fulfilled until the on-going students, who have already been received to the Laboratory, complete their studies.

Article 8: Dispute

In the event of problems occurring due to the execution of this Agreement, the Parties shall endeavour to settle their disagreement out-of-court. Should this procedure fail, the competent courts of both parties will be called upon.

This agreement is drafted in two (2) original copies in English. Each Party shall hold one originally signed Agreement, both being equally authentic.

For UT3

For NAIST

President of Université Toulouse III Paul Sabatier

President of NAIST

Prof. Jean-Marc BROTO

Prof. Kazuhiro SHIOZAKI

Signature _____

Signature _____

Date

Date

Appendix n°1 (Specific Conditions):

i) The term of visiting faculty staff is 1 year, and may be extended each fiscal year. However, in principle, this term shall continue until the student who is receiving research guidance has graduated.

ii) Visiting faculty staff may also be a member of NAIST Dissertation Committee for the student who is receiving research guidance.

iii) Visiting faculty staff may attend NAIST faculty meetings and express their opinions at the meeting.

Appendix n°2 (Budget):

A-1	Purpose of use	Specific Use	Collaborative Laboratory (To give students research guidance)		
		Name Field	NAIST-UT3 International Collaborative Laboratory for Interfaces, Molecules and Materials		
A-2	Term	From	April 1 st , 2023		
		To	March 31 th , 2028		
		Total supporting budget	12months	500,000 JPY (1Apr 2023-31Mar 2024)	
			12months	500,000 JPY (1Apr 2024-31Mar 2025)	
			12months	500,000 JPY (1Apr 2025-31Mar 2026)	
			12months	500,000 JPY (1Apr 2026-31Mar 2027)	
12months	500,000 JPY (1Apr 2027-31Mar 2028)				

**Cooperation Agreement of
Double Degree Programs
between
Université Toulouse III Paul Sabatier, France
and
Nara Institute of Science and Technology, Japan**

Université Toulouse III Paul Sabatier, France (UT3) and Nara Institute of Science and Technology, Japan (NAIST) agree to further develop and support cooperation between the two institutions in the area of double degree programs involving doctoral thesis subject to the Cooperation Agreement.

1. Preamble

The purpose of this Agreement is to assess the international dimension of the doctoral programs, promote doctoral students mobility and develop scientific cooperation between French and Japanese research laboratories.

2. Double Degree Programs for Doctoral Degree

To promote double degree programs, the institutions agree to the following:

- a. Field of study: (UT3) all fields with a counterpart in NAIST
(NAIST) Information Science, Biological Science and Materials Science
- b. Preconditions for acceptance:
 - i. The students must have completed a relevant Master's degree.
 - ii. The students must meet the admission criteria set by each institution for the double degree program.
- c. The number of students participating in the program will depend on the availability of financial resources and the mutual consent of the students' doctoral thesis supervisors. A detailed research plan and study plan will be prepared for each student.
- d. Duration of the doctoral studies
 - i. At both institutions, students will be registered as a doctoral student during the duration of their doctoral studies.
 - ii. The nominal duration of the doctoral studies must consist of a total of three (3) years in both institutions.
 - iii. The students' period of study must include a minimal stay at each institution of one academic year in total.

e. Degree

Each institution will award a degree separately, subject to the requirements of the degree, and governed by the convention reached by both institutions.

f. Fees

The students will be charged entrance examination, registration and tuition fees only in home institution while being a candidate in this program.

3. Period and Validity of the Agreement

- a. This Agreement will take effect when it is signed by the presidents of both institutions.
- b. This Agreement shall be valid for a period of five (5) years from the date of signing and may be extended or renewed upon written agreement of both parties.
- c. This Agreement may be terminated by either party giving written notice of termination to the other party at least six (6) months to prior to the desired termination date.
- d. If any of the parties decides to terminate the agreement, the responsibility of both institutions shall be fulfilled until the enrolled/on-going doctoral students complete their studies.
- e. All disputes arising out of or in connection with this contract shall be primarily settled through negotiation, either by deans or presidents of both institutions.
- f. This agreement is made and executed in English, and each party shall retain a copy thereof.

Approved and agreed by:

Mr. Jean-Marc BROTO
President
Université Toulouse III Paul Sabatier
France
Date

Dr. Kazuhiro SHIOZAKI
President
Nara Institute of Science and Technology
Japan
Date