

AGREEMENT OF COOPERATION

between

UNIVERSITY OF LOUISIANA AT LAFAYETTE (United States)

and

UNIVERSITÉ DE MONCTON (Canada)

Preamble

Considering the desire of the Université de Moncton and the University of Louisiana at Lafayette to develop close cooperation;

Considering the common will of the two institutions to maintain this collaboration at the level of student exchange agreements and the sharing and exchange of teaching resources and research in their respective areas of expertise;

Considering their shared interest in encouraging such international collaboration on a basis of equality and mutual assistance;

The Université de Moncton, represented by its Rector and Vice Chancellor, Dr. Raymond Théberge, and the University of Louisiana at Lafayette, represented by its President, Dr. Joseph Savoie, agree as follows:

Article 1: Forms of cooperation

Both institutions agree to collaborate in their respective areas of expertise by participating in the following activities:

- exchange of undergraduate and graduate students;
- exchange of professors;
- joint research activities;
- joint teaching activities;
- exchange of academic and pedagogical documents.

Article 2: Terms of implementation of cooperation

The implementation of the forms of cooperation stated in article 1 will require the establishment of specific agreements stipulating the objectives, the program, the management, the persons responsible and the collaborators, the financial, educational and administrative terms, the commitments of each party and any special conditions necessary to the implementation of each action.

The specific agreements will accurately describe the tasks to be carried out as well as all data and documents necessary to determine exactly the objectives and the full implications of each of the programs, which should be adequately balanced in terms of the benefits and obligations for both parties.

These same specific agreements will also indicate coordination, follow-up and evaluation procedures as well as their periodicity.

Article 3: Intellectual property

The institutions recognize the objective of knowledge dissemination and the need for researchers to publish the results of their work while respecting the intellectual property rights of the persons involved and the marketing requirements that may apply.

The intellectual property associated with research projects carried out under this agreement shall be governed by the agreements (for example, collective labour agreements) and the laws of the jurisdictions that apply respectively to the parties of this agreement. Thus, the researchers involved retain the privilege to disseminate the results of their research work in the form of seminars, roundtables, academic publications, etc. However, if data are of a confidential nature and in order to protect intellectual property, their publication will depend on the implementation of agreements that link the participating researchers, the two institutions involved in this agreement, as well as any other potential partner.

In the spirit of maximizing mutual benefits, each of the parties agrees not to use the intellectual property of the other without prior written agreement and agrees to ensure the protection of intellectual property rights associated with the projects.

Article 4: Steering committee

Each institution shall appoint a person responsible for the management of the exchange program. That person will be responsible for:

- encouraging institutional collaboration of students and professors in the fields of education and research;
- organizing the selection of candidates interested in the exchange; the selection will be made according to the criteria of the home institution;

- establishing the activity program for each student participating in the exchange and doing the pedagogical follow-up. Where the program includes an internship, the person will validate the proposed subject or internship content and will assure the communication with the person or persons responsible for the internship. Credit transfer will be managed by the home institution.

Article 5: Funding

This agreement commits both parties to making only a minimum financial contribution to the management of the agreement. Each institution is responsible for meeting its own financial obligations within this agreement.

Each of the institutions is fully responsible for the transportation and living expenses of its staff (round and local trips).

Article 6: Validity, amendment and termination


This agreement will take effect once ratified by the competent person representing each institution. This agreement is concluded for a period of five (5) years and will take effect once signed by both parties. It may be terminated by either of the parties subject to a minimum of six (6) months prior written notification, on the understanding that all ongoing projects will be completed.

In the event that one of the universities decides to change its name or merge with another University, this agreement will still be valid until the expiry year stated above. The university will send a letter to the partner university stating that its name has changed and that the agreement is still valid.

This agreement is written and signed in two (2) original copies, each copy being equally valid.

Signed in Moncton, date: 9/10/15

Rector and Vice Chancellor
Université de Moncton



Dr. Raymond Théberge

Signed in Lafayette, date: 9/1/15

President
University of Louisiana at Lafayette



Dr. E. Joseph Savoie

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