

## CONTRACT FOR A COLLABORATIVE RESEARCH

### BETWEEN

**French National Research Institute for Sustainable Development** (*Institut de Recherche pour le Développement*), hereinafter referred to as the 'IRD', a public scientific and technological establishment with SIRET registration number 180006025 00159 and APE business code 7219Z, whose registered office is located at 44 Boulevard de Dunkerque, CS 90009, 13572 Marseille cedex 02, France,

Represented by its Chairwoman, Mrs. Valérie VERDIER, who has delegated his signature for the purposes hereof to Mrs. Florence MORINEAU, Regional Delegate IRD Occitanie

The IRD is acting both in its own name and in the name and on behalf of the Joint Research Unit number 065, LEGOS, managed by Mr. Frédéric MARIN;

**Party of the first part,**

### AND

**The Chulalongkorn University, Faculty of Science**, hereinafter referred to as "FS/CU", a public institution of higher education, whose registered office is located at Phyathai Road, Pathumwan, Bangkok 10330, Thailand,

Represented by Professor Dr. Pranut POTIYARAJ, the Dean of the Faculty of Science, Chulalongkorn University

**Party of the second part,**

The IRD and FS/CU are hereinafter referred to individually as a 'Party' and together as the 'Parties'.

## PREAMBLE

HAVING REGARD TO the Framework agreement for scientific and technical cooperation entered into force on 01/05/2021 between the IRD and Chulalongkorn University;

## Whereas:

IRD/LEGOS and FS/CU have started a collaboration in 2022, through training sessions of researchers and students regarding the manipulation and analyses of numerical ocean hydrodynamical and lagrangian modeling tools and a regional workshop on "Southeast Asia Environmental Systems" organized in 2023 regarding the functioning of continental, oceanic and atmospheric water compartments in Southeast Asia.

Researchers from IRD/LEGOS and FS/CU are currently collaborating (i) within the framework of the International Research Network (IRN) SOOT-SEA (*Impact of Black Carbon in Southeast Asia*) and (ii) on the second stage submission of the IRN project GINCCO (*Group of INvestigation of the Continuum Continent-Ocean from numerical modelling*) funded by IRD.

## IT IS AGREED AS FOLLOWS

### ARTICLE 1 – DEFINITIONS

Words in the plural may be understood in the singular and *vice versa*. The Parties expressly agree that the following terms shall have the meaning ascribed to them below, when beginning with a capital letter:

**Confidential Information:** means any kind of information and/or data, in any form, that is in the possession of one of the Parties and which is disclosed by that Party to the other Party for carrying out the Study or of which the other Party becomes aware in connection with this contract, either in writing, verbally or by any other means of disclosure, and which is clearly marked as confidential on the relevant medium or, in the case of a verbal disclosure, which the disclosing Party verbally stipulates is confidential and subsequently provides written confirmation to that effect within five (5) days.

**Proprietary Knowledge:** means any kind of information, knowledge, procedures, technologies, including know-how, software, biological material, drawings, chemicals and/or all other types of information, regardless of the medium in which they are stored, as well as all related rights, which belong to one Party or which were in a Party's possession prior to the effective date of this contract and/or developed or acquired by one Party independently from the performance of this contract.

**Results:** means any kind of information, knowledge, procedures, technologies, including know-how, software, biological material, drawings, chemicals and/or all other types of information, regardless of the medium in which they are stored, as well as all related rights, obtained or developed by the Parties in connection with this contract.

**Scientific Manager:** means, for each Party, the person responsible for the implementation of the Study and who oversees the technical aspects.

**Study:** Scientific and technical program which is the subject of this contract and a detailed description of which is provided in Appendix 1.

## **ARTICLE 2 – PURPOSE**

This contract sets out the terms and conditions according to which FS/CU and IRD shall cooperate for the joint implementation of the Study entitled:

*River-ocean continuum in the Gulf of Thailand*

No changes can be made to the program of the Study without the prior agreement of both Parties.

## **ARTICLE 3 – PROGRESS AND SUPERVISION OF THE STUDY**

The Scientific Managers appointed to carry out the Study are:

- For IRD: Mrs. Julie Marine HERRMANN, researcher at IRD,
- For FS/CU: Mr. Suriyan SARAMUL, assistant professor FS/CU.

The Scientific Managers shall work and cooperate closely and shall promptly inform each other of any difficulties encountered, if any, in carrying out the Study.

Regular progress reviews shall be made during working meetings, that shall take place face to face or by any other means of communication, to discuss the Results obtained and possible changes to the work program. Each meeting shall be the subject of written minutes.

The implementation of the Study shall give rise to periodic interim reports progress describing the progress of the work.

At the end of the Study, the Scientific Managers shall draw up a final performance report containing details of the Results obtained.

## **ARTICLE 3 – OBLIGATIONS OF THE PARTIES**

It is expressly agreed between the Parties that the commitments provided for in this contract are due care obligations only.

### **3.1. IRD undertakes to:**

- appoint and, if need be, send on a mission, depending on the possibilities, the scientific staff required for the program of the Study;

- organize and participate to the scientific and technical training of FS/CU's staff and/or students, as well as eventual other trainees from other institutions willing to be involved in the project, to develop the use of modelling techniques around the scientific project described in Appendix 1;
- cover the salary of Mrs. Julie Marine HERRMANN

### 3.2. FS/CU undertakes to:

- give access to laboratory facilities to IRD personnel involved in the Study (described in Appendix 1) at the same conditions as FS/CU personnel in FS/CU;
- participate to the implementation of collaborative studies and training activities with IRD.
- facilitate collaborative relationships with other public or private bodies;
- take care of the administrative steps, especially through the TICA, related to posting IRD staff in Thailand, to the extent possible subject to the immigration and labor laws of the Kingdom of Thailand.

### 3.3. Both Parties undertake to:

- search for additional funding together in order to improve the conditions in which the Study is implemented and to insure the continuity of the scientific work;
- publish the results of the Study in scientific journals. The author order and corresponding author will be jointly decided by The Scientific Managers according to the relative contribution of the people involved in the project;
- state in the acknowledgement section of published articles in scientific journals that the research work has been done at Chulalongkorn University.

## ARTICLE 4 – PERSONNEL PARTICIPATING IN THE STUDY – MUTUAL STAFF HOSTING

The personnel of each Party whose list is annexed to this contract (Appendix 2) is assigned to the implementation of the Study.

A Party shall under no circumstances be regarded as the employer for any contract of employment or part-time work concluded by the other Party for the needs of this contract.

The terms and conditions according to which personnel of one Party is hosted into the premises of the other Party must be set out in a specific hosting agreement entered into between the Parties. This hosting agreement shall be drawn up according to the following principles:

- Each Party retains the hierarchical, administrative and scientific authority over its own personnel;
- Personnel hosted must comply with the internal rules applicable within the host establishment, as well as with the health and safety rules in force and instructions which are communicated to him for the use of equipment;
- If the hosted person is involved in an accident at work, the hosting Party shall promptly notify the Party employer and provide the latter with the information it requires to complete the related formalities;

- Non-employee staff (especially students, grant holders researchers) may be hosted only upon presentation of relevant documents certifying that they have subscribed all appropriate insurances, in particular health and accident coverage as well as professional civil liability insurance.

#### **ARTICLE 5 – EQUIPMENT AND TECHNICAL RESOURCES**

The Parties retain ownership of movable and immovable property that they make available for the implementation of this contract.

In case some equipment is jointly acquired by the Parties, they shall conclude a specific capital grant agreement to the benefit of the Party in charge of purchasing this equipment.

This agreement shall specify the financial breakdown of the purchase and shall designate the Party which shall own the equipment, as well as the Party in charge of maintenance and repairs.

This agreement shall also specify the conditions of use of the equipment, as well as the arrangements for funding its operation and maintenance.

#### **ARTICLE 6 – FINANCING OF THE STUDY**

Each Party manages according to its own budgetary and accounting procedures the funds that it allocates for carrying out the Study.

In case of external financing, each Party shall be responsible for the budget allocated thereto for carrying out the tasks assigned to it by the third party payer.

#### **ARTICLE 7 – CIVIL LIABILITY**

Each Party shall bear all the consequences of the civil liability it incurs towards the other Party and towards third parties and their beneficiaries pursuant to ordinary law for any physical injury or property damage caused by its staff or equipment, as well as by the staff or equipment managed by it or in its custody, without exercising any remedy against the other Party save in the event of gross or willful negligence on the part of said Party.

Each Party represents that it has taken out civil liability insurance in connection with the implementation of this contract.

#### **ARTICLE 8 – CONFIDENTIALITY**

Each Party agrees not to publish or disclose by any means whatsoever any Confidential Information provided by the other Party or of which it might become aware in connection with the performance of this contract, without the written agreement of the disclosing Party.

The Parties may also decide to treat as Confidential Information certain results stemming from the Study and that might lead to the filing of an intellectual property application or that might be used in

the form of a secret technical file. Any such decision must be taken jointly by the Scientific Managers responsible for the collaboration and the Parties' departments responsible for promotion.

Under these circumstances, the Parties agree to keep the said results confidential until such time as the relevant application has been published or, in the case of a secret technical file, for the whole duration of its exploitation.

The commitments provided for in this Article shall continue to apply throughout the term of this contract and for five (5) years following the early termination or expiry hereof.

Confidential Information shall not be deemed to include information which the Party concerned can prove:

- it was already in the public domain prior to its disclosure to or access by the Beneficiary, or has come into the public domain after disclosure to or access by the Beneficiary, without any breach of this agreement by the Beneficiary; or,
- it was already known by the Beneficiary prior to its disclosure by the Owner, with the exception of the information that had already been disclosed or to which the Beneficiary previously had access, under another confidentiality agreement; or,
- it has been developed by the Beneficiary independently of its access to confidential information; or,
- it has been lawfully obtained by the Beneficiary, from a third party not subject to a confidentiality obligation to the Owner, and in circumstances lawfully allowing its use.

## ARTICLE 9 – PUBLICATIONS

The Parties shall jointly decide which Results may be the subject of a scientific publication or communicated to third parties.

Throughout the term of this contract and for eighteen (18) months after the contract has expired, any proposed publication or communication by one of the Parties of information concerning the work and/or the Results must be approved in writing by the other Party. Said Party must give notice of its decision within one (1) month of the request. If no reply is received within this time limit, this Party will be deemed to have given its agreement.

The other Party may delete or amend certain information if the disclosure thereof might adversely affect the industrial or commercial use or the protection under appropriate conditions of the Results. No such deletions or amendments should affect the scientific value of the publication.

In any event, the publication or communication shall not be delayed beyond a period of eighteen (18) months of the request.

Such publications and communications must mention the assistance provided by each Party for carrying out the Study. Furthermore, the name and even the logo of the Parties must appear clearly and visibly in such publications and communications together with the name of the staff involved.

The Parties agree that the provisions of Article 9 and this Article 10 shall not preclude the following:

- the obligation incumbent on those involved in the Study to prepare a periodic report on their work for their employer, provided that such communication does not constitute a disclosure within the meaning of intellectual property provisions. Where applicable, should any information be highly confidential, the report will be kept confidential; or
- the defense of a PhD thesis, of an authorization to oversee research (HDR) thesis or of an internship report by researchers and students whose scientific work is linked to the subject matter of this contract, such defense to be organized as necessary so as to ensure that Confidential Information is protected, in accordance with applicable university rules.

## ARTICLE 10 – INTELLECTUAL PROPERTY

### 10.1 – *Proprietary Knowledge*

The Proprietary Knowledge of one Party that is made available to the other Party for the purposes of the Study shall remain that Party's exclusive property and must not be published in any form whatsoever without the explicit agreement of the Party that holds the relevant rights.

Each Party agrees not to reuse the Proprietary Knowledge of the other Party for any purpose other than the purpose for which it was provided to them.

If the direct or indirect use of the Results by one of the Parties or by a third party requires the use of the Proprietary Knowledge of the other Party, the latter shall endeavor, subject to the rights granted to third parties, to allow such use. The terms and conditions under which the Proprietary Knowledge is to be used must then be contractually agreed on a case-by-case basis.

### 10.2 – *Results of the Study*

#### 10.2.1 – General principles

Subject to the rights of third parties (if any), and regardless of whether they are capable of protection by an intellectual property right, the Results shall jointly belong to the IRD and FS/CU, in proportion to their respective intellectual, financial and material contributions.

The co-owners shall jointly agree how the Results should be protected, promoted and used.

If applicable, the co-owners shall promptly draw up co-ownership rules in order to:

- determine the share owned by each of them according to their respective intellectual, material and financial contributions;
- set the terms and conditions according to which the Results should be managed from an intellectual property perspective; and
- set the terms and conditions according to which the Results should be promoted and used.

#### 10.2.2 - Protection

Unless the co-owners agree otherwise, any intellectual property application will be jointly filed in the name of the co-owners, who shall bear the cost of protecting the Results in proportion to their respective share of the said Results.

The co-owner Parties further agree to:

- ensure that the names of the authors and/or inventors are mentioned in the applications filed (unless the said authors and/or inventors object thereto in writing) in accordance with applicable statutory provisions;
- ensure that their respective employees who are named as authors or inventors sign the required documents and complete the required formalities to file, maintain and defend the said titles; and
- ensure that those of their employees who helped obtain the Results are remunerated fairly in accordance with applicable regulations.

If for any reason either co-owner Party should waive to apply, to pursue an issue or maintain one or other of these intellectual property rights, it will inform the other Party timely by registered letter and will execute any and all documents required, so that this Party could continue alone the proceedings for grant or maintain in force the right in question.

#### 10.2.3 - Exploitation

- Each co-owner Party may freely use the Results free of charge for the purposes of future research, including in collaboration with third parties, but not for commercial purposes whether directly or indirectly.
- The co-owners of Results may negotiate and conclude with third parties, under the conditions laid down in the co-ownership rules mentioned in Article 11.2.1 above, any license agreement for industrial and/or commercial use of these Results, exclusive or not.
- However, none of the co-owners is authorized to make such a use until co-ownership rules and financial terms and conditions have been signed by the co-owners.

#### **ARTICLE 11 – TERM**

This contract shall take effect on date of signature for a duration of two (2) year.

It may be amended and extended pursuant to a supplemental agreement.

#### **ARTICLE 12 – TERMINATION**

**12.1** - This contract may be automatically terminated by any of the Parties if the other Party fails to fulfil one or more of the obligations stipulated herein. Termination will take effect three (3) months after service of formal notice setting out the reasons for the complaint, sent by the complainant to the defaulting Party by recorded delivery, unless within such time limit, the defaulting Party fulfills its obligations or produces proof of an impediment owing to a *force majeure* event.

**12.2** - Any of the Parties may terminate this contract at any time subject to three (3) months' written notice containing an indication of the reasons for termination and sent by recorded delivery or delivered in person to the other Party.

**12.3** - The termination of this contract for whatever reason will not affect the obligations already outstanding. Furthermore, the Parties shall remain bound by their contractual obligations until the effective date of termination, without prejudice to the compensation to which a Party might be entitled owing to a loss or damage suffered on account of the early termination of the contract.

#### **ARTICLE 13 – FORCE MAJEURE**

“Force majeure” means, within the meaning of the case-law, any unforeseeable event and exceptional in the implementation of the agreement, which exceeds the control capacity of the parties and which cannot be overcome despite the efforts that the Parties can reasonably consent.

No Party shall be liable for the total or partial non-performance of its obligations caused by an event constituting *force majeure* within the meaning of article 1148 of the French code civil and jurisprudence.

The Party invoking an event constituting *force majeure* must notify the other Party within seven (7) days of the occurrence of this event.

If necessary, the deadlines for the execution of the works may be extended by mutual agreement between the Parties.

#### **ARTICLE 14 – INDEPENDENCE OF PARTIES – ABSENCE OF AFFECTIO SOCIETATIS**

No provision of the agreement may be interpreted as constituting a legal entity of any kind between the Parties.

The Parties declare that the agreement may in no case be interpreted or considered as constituting a corporate act, and *affectio societatis* is expressly excluded.

#### **ARTICLE 15 – MODIFICATION OF THE CONTRACT – ENTRY OF A NEW PARTNER**

The entry of a new Partner into the consortium is subject to an agreement of the Parties, that will become effective on the day of signature by the new Partner of an amendment to the agreement ratifying it. This amendment will be appended to the agreement.

From this date, the new Partner will be bound by the obligations set out in the amendment to the agreement that has been signed to enter the consortium.

The contribution of the new Partner will be described in a new annex to the agreement.

The rights of the new Partner will vary depending on the progress of the project at the time of its entry into the consortium, and will be defined in the addendum to the agreement signed by the new Partner to enter the consortium.

## ARTICLE 16 – GENERAL PROVISIONS

### 16.1 – Assignment

This contract is entered into on a personal basis. Accordingly, neither Party may howsoever transfer the related rights or obligations without the prior consent of the other Party.

### 16.2 - Severability

In the event that one or more provisions of this contract are deemed to be invalid or held to be invalid pursuant to an applicable treaty, law or regulation, or following a final decision by an appropriate court, the other provisions hereof shall remain in full force and effect. The Parties shall promptly make the necessary changes while maintaining, to the extent possible, a balance between the rights and obligations of each Party, in accordance with the Parties' original intention when this contract was signed.

## ARTICLE 17 – GOVERNING LAW – SETTLEMENT OF DISPUTES

The validity and interpretation of this contract, as well as the performance hereof in the event of a dispute, shall be governed by defendant law.

In the event of a dispute, the Parties shall endeavor to resolve the dispute amicably before referring the matter to a court. The Scientific Managers and/or representatives of each Party shall therefore suggest any conciliation solution.

In the absence of an amicable settlement within one (1) month of the dispute being recorded and notified by one of the Parties to the other Party by registered letter, the dispute will be finally settled by the courts with jurisdiction over the registered office of the defendant.

## ARTICLE 18 – CONTRACTUAL DOCUMENTS

This document and the appendices hereto, namely the following, form an integral part of the contract:

Appendix 1: Scientific and technical program

Appendix 2: List of the personnel assigned to the implementation of the Study

The Parties have initialed the said appendices and represent that they are aware of the terms thereof.

Executed in two (2) originals in English.

In Montpellier, on 5/2/64

On behalf of the IRD,



Florence MORINEAU  
Regional Delegate IRD Occitanie

In Bangkok, on

On behalf of FS/CU,



Professor Dr. Pranut POTIYARAJ  
Dean of the Faculty of Science,  
Chulalongkorn University

## APPENDIX 1 - SCIENTIFIC AND TECHNICAL PROGRAM

Dr. Julie Marine Herrmann will work with her partners from FS/CU, including graduate students, on a project on River-ocean continuum in the Gulf of Thailand, aiming at better understand the functioning and variability of hydrodynamics implied in the transport and transformation of river and matter from estuaries to ocean in the Gulf of Thailand, and their influence on the matter compartment (ecosystems and contaminants).

The project will include:

- training and support for analysis of satellite remote sensing data to identify the spatiotemporal scales of variability of the ocean dynamics and evaluate the numerical model;
- design and organization of field campaigns with the objective to identify the areas and periods of interest, to calibrate and evaluate the model and provide input data for the numerical studies.
- training and support for the implementation, use and analysis of tridimensional numerical hydrodynamical and lagrangian modeling over the areas of interest of the partners in the Gulf of Thailand for the study of hydrodynamics and particle dispersion (for plastics or coral connectivity studies);

## APPENDIX 2 - LIST OF THE PERSONNEL ASSIGNED TO THE IMPLEMENTATION OF THE STUDY

For IRD: Julie Marine HERRMANN

For DS/CU: Suriyan SARAMUL

