

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between

INSTITUTO TECNOLÓGICO DE COSTA RICA, a public Costa Rican university, located in Cartago, Costa Rica, with legal certificate number 4-000-042145, represented by its rector Julio César CALVO ALVARADO, PhD in Natural Resources, identification number 1-639-541, duly authorized,
Hereinafter referred to as « **ITCR**»

AND

INSTITUT PASTEUR, Non-profit foundation, with recognized charitable status, authorized to receive donations and legacies, located in 25-28 rue du Docteur Roux, 75015 Paris, France, represented by its President, Stewart COLE, duly authorized,

Hereinafter referred to as the « **Institut Pasteur**»

Hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”

PREAMBLE

ITCR is a leading Costa Rican autonomous university dedicated to teaching, research and extension in technology and associated sciences. ITCR is the first Latin-American university to receive an accreditation from the High Council for Evaluation of Research and Higher Education (HCERES).

Institut Pasteur is one of the world’s leading scientific research centre’s which mission is to contribute to the understanding, prevention, and treatment of diseases through research, teaching, and public health initiatives. Institut Pasteur coordinates and supports the Institut Pasteur International Network of 33 Scientific Research Centers around the world, which participates in capacity building, international biological surveillance, research, diagnosis and interventions on existing health threats linked to infectious diseases.

Since 2013, undergraduate and graduate students from ITCR have performed internships at Institut Pasteur in the framework of collaborative projects that have resulted in scientific publications in international peer-reviewed journals.

Certain of the importance of supporting scientific collaboration, especially joint research projects and collaborative research structures, the ITCR and Institut Pasteur are both interested in promoting the development of specific programs of collaboration in education and research fields between the two institutions.

ITCR and Institut Pasteur mutually recognise each other’s aspirations in research and education policies and procedures, and intend to establish a relationship for mutually beneficial purposes.



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The Parties therefore enter into this memorandum of understanding (the “MOU”) with the understanding that the relationship thus established will form the foundation for developing joint activities leading to the further growth in esteem of both organisations.

Therefore, the Parties agree as follows:

ARTICLE 1: PURPOSE

1.1 The purpose of the MOU is to define the terms and conditions under which the Parties intend to cooperate in the fields of education and research programs. In this regard, the Parties intend to develop their collaboration and provide mutual support on the following basis:

- A shared understanding that the relationship will further the growth in excellence and reputation of both Parties;
- A commitment to strengthening existing and new areas of research to enhance scientific expertise and skills in microbiology, infectious diseases and technological research;
- Promoting a cross-disciplinary research dynamic between units of Institut Pasteur and ITCR;
- Creating unique opportunities to develop the international partnership between Institut Pasteur and ITCR and their respective networks of excellence, particular within Asia;
- Contributing to the international visibility of Institut Pasteur and ITCR;
- Sharing of financial responsibilities rising out of the relationship, and a readiness to cooperate in the pursuit of external funds and grants according to respective projects;
- Implementing joint projects and ambitious research programmes between Institut Pasteur and ITCR;
- Facilitating mobility of scientists and students through scientific exchange and collaborations between Institut Pasteur and ITCR;
- A commitment to training the next generation of scientists and fostering the development of young scientists;
- Joint bidding for collaborative research projects leading to joint publications; and
- Co-organising conferences, seminars, workshops and other academic activities.

1.2 It is understood by both Parties that, as of the effective date of the MOU, there are no financial considerations associated with this MOU (including negotiation costs and expenses beared by each Party) and the Parties agree that no remuneration is due between them in consideration to this MOU.

ARTICLE 2: SCOPE OF COOPERATION

It is intended that the collaboration between the Parties may include, but not be limited to the following activities:

- (a) PhD, Master and Undergraduate programmes: Parties work on providing opportunities for the mobility of PhD, Master and Undergraduate students from ITCR to Institut Pasteur in the context of research projects co-supervised by ITCR and Institut Pasteur collaborative teams. It is agreed between the Parties that, for mobilities up to six (6) months, the PhD student will be supported by fellowships from ITCR, Costa Rican or French foundations and the hosting laboratory will provide an allowance of 554 euros per month, which correspond to the mandatory gratification for trainings in French laboratories from 2 to 6 months. This gratification may be upgraded according to the French law. In addition to research projects,



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the Parties envision providing some advanced discipline specific training, such as specialised workshops, masterclasses or training modules.

- (b) Junior faculty members: Parties work on providing opportunities for the mobility of junior faculty members from ITCR to Institut Pasteur. It is agreed between the Parties that, in this case, ITCR will provide the total financial support for their stay in France.

ARTICLE 3: IMPLEMENTATION

3.1 Both Parties agree that while they would abide by the content of the MOU, the MOU does not commit them to pledge specific levels of financial or personnel support. The provision of any such support from either Party will be based on available resources and will be provided in accordance with the rules, regulations, laws, and policies under each Party operates.

3.2 For each collaborative activity or project decided by the Parties in the scope of the Agreement, a detailed and legally binding "Specific Cooperative Agreement" will be signed. The aforementioned Specific Cooperative Agreements are expected to set forth, notably, the respective responsibilities of the Parties and, as appropriate, include provisions with respect to technical works, financial matters, liability and insurance (where relevant), the ownership and exploitation of intellectual property rights, the monitoring of the collaborative project, communication and publications, confidentiality, as well as the dissemination of results.

3.3 The projects submitted within this framework shall be evaluated by both Parties jointly through peer review thereby respecting the own rules, regulations, and practices.

ARTICLE 4: DURATION AND TERMINATION

4.1 This MOU shall become effective as of its last date of signature by the Parties and shall remain in effect for a period of three (3) years from that date.

4.2 This duration could be extended by mutual written agreement of the Parties.

4.3 Either Party may terminate this MOU by giving at least six (6) months written notice to the other Party.

4.4 Unless the Parties agree to the contrary, such termination should not affect the activities already approved jointly by the Parties or those already in progress. Specific Cooperative Agreement under implementation at the date of termination of this MOU shall continue in accordance with the terms of the Specific Cooperative Agreement unless terminated early by written agreement of both Parties.

ARTICLE 5: CONFIDENTIALITY

5.1 Except as otherwise provided in the following, each Party shall keep any information received by any means whatsoever under this MOU (hereinafter "Information") strictly confidential and shall not communicate, publish or otherwise release it without prior consent of the disclosing Party as long as it has not been disclosed to the public or authorized by the disclosing Party.

5.2. However, the provisions of this article shall not apply to information for which the receiving Party can prove in writing that:

- Such information is or has become publicly known through no wrongful act on its part;



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- Such information is rightfully received by the receiving Party from a third party without breach of any confidentiality obligation;
- Such information has been obtained or discovered by the receiving Party without use of any Information.

5.3 Each Party shall have the right to disseminate Information only to its employees on a "need to know" basis to use it within the scope of the performance of this MOU provided that:

- Its employees are themselves bound by the before mentioned confidentiality obligations (including by the signature of a declaration stating the said confidentiality obligations);
- Each Party ensures that employees fulfil such obligations.

5.4 All Information, whether original or copies thereof, shall be promptly returned to the disclosing Party on receipt of the disclosing Party's written request.

5.5 The provision of the present article shall remain in full force and effect for five (5) years after the termination of the MOU.

ARTICLE 6: COMMUNICATION

6.1 Each Party shall inform the other Party before issuing a press release or public statement regarding this MOU. The other Party shall notify their written decision within three (3) weeks.

6.2 Nothing in this MOU shall be construed as conferring to a Party any right to include in advertising or any other activities any reference to the other Party, its trade names, trademarks, logo or service marks without the other Party's prior written consent.

6.3 Each Party undertakes not to tarnish, directly or indirectly, the reputation and image of the other Party.

ARTILCE 7: NON-BINDING AGREEMENT – NON EXCLUSIVITY – INDEPENDENT CONTRACTOR

7.1 The Parties also agree that it is not the intention for this MOU to be legally binding on either of both Parties except for articles 4, 5, 6, 7 and 8 that shall be binding.

7.2 Nothing in the MOU prevents either Party from entering into collaborative arrangements with other organisations covering the same subject matter.

7.3 The Parties are and shall remain independent contractors and institutions, and nothing herein shall be construed to create a partnership, agency, joint venture or other between the Parties. Nothing herein shall be construed as implying that either Party's employees are employees of the other.

ARTICLE 8: DISPUTE RESOLUTION

8.1 The Parties endeavour to settle amicably any dispute arising from the performance, validity or termination of this MOU by consultation or negotiation between the Parties, or such other means as they may mutually decide.

8.2 If no amicable settlement to this dispute can be reached, this MOU shall be governed by and construed in accordance with the laws of France and each Party submits to the exclusive jurisdiction of the Courts of Paris (France).

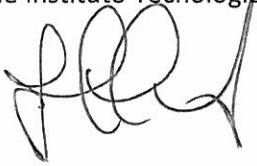


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Signed for and on behalf of

Instituto Tecnológico de Costa Rica
by its authorised representative:

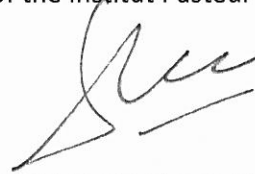
Doctor Julio César Calvo Alvarado
Rector of the Instituto Tecnológico de Costa Rica



Date 18.2.18

Institut Pasteur
by its authorised representative:

Professor Stewart Cole
President of the Institut Pasteur



Date 18.2.18

