Ref UCA: DRV/AR 2018-

**HOST AGREEMENT IN LABORATORIES**

**AT THE UNIVERSITY OF CLERMONT AUVERGNE**

**BETWEEN:**

**The University of Clermont Auvergne,**

A scientific, cultural and professional higher education institute, registered under SIRET number 130 022 775 00014, APE code 8542Z and located at 49 boulevard François Mitterrand, CS 60032, 63000 CLERMONT-FERRAND, FRANCE and represented by its president, Mr Mathias Bernard,

Hereinafter referred to as **UCA**

UCA shall act both on its own behalf and on behalf of **Laboratory**      , **UMR**       **/ EA**      , led by Mr/Mrs      ,

hereinafter referred as the Laboratory

Firstly,

and

**Mr/Mrs**

Residing in      , nationality

Social security number

And also,

and

**Xxx,**

Institute     , registered under SIRET number      , APE code      , which is located at      , represented by      , Mr/Mrs      ,

Hereinafter referred to as **xxx**

**UCA**, **XXX** and **Mr/Mrs**       shall hereinafter be referred to as the “Parties”.

It has already been outlined:

The Laboratory       has developed through its work:

The following has been agreed and decided upon:

**Article 1: Subject**

The subject of this contract, hereinafter referred to as the “Contract”, is to define the conditions under which Mr/Mrs       will be hosted at the University of Clermont Auvergne.

**Article 2: Implementation rules**

The host placement will be physically carried out in Laboratory       .

Mr/Mrs       is authorised to carry out the following activities within UCA:



**Article 3: The hosting staff**

Mr/Mrs       will be under the responsibility of      , laboratory director, for the duration of the Contract.

In the event of a host placement for an individual of another nationality, the laboratory director must ensure that they have a residence permit, as per the law.

**Article 4: Duration/Effective date**

The contract enters into force on the       for a duration of       days/months/year(s) starting from this date.

It can be renewed at the end of this period by an amendment outlining the purpose of this extension as well as its terms.

However, the provisions seen in articles XXX and XXX of this contract still remain in force after the expiration of this contract.

**Article 5: Remuneration**

Mr/Mrs       will act ex gratia within the Laboratory      .

For this reason, he/she may not receive any payment from UCA.

**Article 6: General Rules/Internal Regulations**

While at UCA, Mr/Mrs       will be subject to UCA’s operating rules, in particular with regard to any trips within the country and/or abroad, which are carried out on behalf of UCA.

He/she will commit to respecting the charter governing the use of IT tools.

He/she will be subject to the obligations set out in the rules of procedure of the Laboratory      . Mr/Mrs       will make particular effort to respect schedules, hygiene and security regulations and he/she will sign this document.

**Article 7: Responsibilities**

No member of staff or user of the institution may be placed under their responsibility or authority.

**Article 8: Work conditions**

The hosting laboratory will make the appropriate technical and software equipment (both in terms of physical materials and software) available to the interested party as far as it seems necessary and is possible.

**Article 9: Duty of confidentiality**

Mr/Mrs       is subject to the duty of confidentiality and to professional secrecy with regard to the information which they attain as a result of their activities in the laboratory.

The agreement on the assignment of rights governing industrial property rights is attached to this agreement and is signed by Mr/Mrs       unless there is another agreement between UCA and the employer of the hosted individual which regulates the rights of intellectual property.

This duty of confidentiality is valid for ten (10) years.

**Article XXX: Intellectual Property Clause and the Exploitation of the Findings (if the host has an employer)**

**Definitions**

“Prior knowledge” refers to knowledge, intellectual property rights and expertise obtained by each of the **Parties** prior to the Contract.

“Outside knowledge” refers to knowledge, intellectual property rights and expertise, even if it is obtained in an area of mutual interest, but is outside of the research conducted within the framework of this Contract.

“Findings” refers to all of the new knowledge obtained in any way within the framework of the Contract and the relevant intellectual property rights.

**Ownership**

Ownership of prior and outside knowledge:

Each of the **Parties** retain ownership of its prior knowledge.

Outside knowledge belongs to the **Party** that acquires it.

This Contract neither awards nor could be interpreted as awarding a Party the licence or the right to use another Party’s prior or outside knowledge beyond what is specifically stipulated in this Contract.

Ownership of the Findings:

The Findings, whether they are patentable or not, belong collectively to the **Parties**.

Each **Party’s** share of co-ownership will be defined on a case-by-case basis, taking into consideration the **Parties’** respective intellectuals and financials contributions who led it to the findings within the framework of the Contract.

Rules of joint ownership will be established between the co-owning **Parties** as soon as possible, and before the findings are used for industrial or commercial purposes, in order to establish the conditions and terms of how their rights and obligations will be managed, as well as the terms of the financial exploitation of these findings.

It has already been agreed that each **Party** will ensure to pay its own inventors.

**Exploitation of the findings**

Each **Party** may use the findings of the **Study** openly and without charge for its own research needs.

In case of the Joint Findings which have proven to be suitable for industrial and commercial use, the Parties in co-ownership will define their terms of use within a valorisation agreement before any industrial and commercial exploitation of these findings is permitted.

The Parties have already agreed that any direct and/or indirect exploitation of the Findings by one of the co-owning Parties would result in financial compensation to the other Parties according to the conditions and terms subsequently defined in the aforementioned co-ownership agreement.

**Article XXX: Publications/Release (if the hosted person does not have an employer)**

In order to respect the confidentiality clause which is intended to last ten (10) years, for the duration of the Contract, and for the six (6) months following its expiration, any publication or release of information relating to the work conducted when Mr/Mrs       was hosted at UCA will require written permission from UCA, which will respond with its decision within a maximum of two (2) months after the request is made. If this deadline is passed without a response, it will be considered that permission has been granted.

Accordingly, all plans for the publication or release of such information will be subject to the decision of UCA, which could remove or change certain details, the disclosure of which would necessarily damage industrial and commercial operations, in good conditions, or the Findings of the work conducted during the hosting period. Such deletions or changes will not jeopardise the scientific value of the publication.

At the end of the six (6) month timeline, any publication or release will be carried out in line with the duty of confidentiality specified above in article 9.

Furthermore, UCA may delay a publication or release by a maximum period of eighteen (18) months after the request if the information contained in the publication or release should be protected under industrial property.

These publications and releases should mention the support provided by UCA in the completion of this work.

**Article XXX: Publications/Releases (if the hosted person has an employer)**

In order to respect the confidentiality clause which is intended to last ten (10) years, for the duration of the Contract, and for the six (6) months following its expiration, any publication or release of information relating to the work conducted when Mr/Mrs       was hosted at UCA will require written permission from UCA, which will respond with its decision within a maximum of two (2) months after the request is made. If this deadline is passed without a response, it will be considered that permission has been granted.

Accordingly, all plans for the publications or release of such information will be subject to the decision of the other Parties, which could remove or change certain details, the disclosure of which would necessarily damage industrial and commercial operations, in good conditions, or the Findings of the work conducted when Mr/Mrs       was hosted at UCA. Such deletions or changes will not jeopardise the scientific value of the publication.

At the end of the six (6) month timeline, any publication or release will be carried out in line with the duty of confidentiality specified above in article 9.

Furthermore, the other Parties may delay the publication or release by a maximum period of eighteen (18) months after the request, if the information contained in the publication or release should be protected under industrial property.

These publications and releases should mention the support provided by each of the Parties in the completion of this work.

However, the provisions of this article may not interfere with:

* the obligations applicable to all individuals involved in producing an activity report to their sending organisation, as this report does not constitute a disclosure as understood by the laws on intellectual property;
* thesis defense by researchers whose scientific activities are related to the subject of this Contract.
* the protection of the Findings under intellectual property;
* the researchers’ legal obligation to declare their inventions to their employer, which they invented in accordance with the provisions of article L 611.7 of the Intellectual Property Code.

In addition to the mutual commitment to confidentiality made in accordance with the above-mentioned terms, the Parties are committed to maintaining confidentiality with regard to all other types of information belonging to the other Parties which they may have received as a result of contracts with the services of other Parties. The Parties commit to ensuring their employees make the same pledge.

**Article 10: Insurance/Accidents at work**

Mr/Mrs       commits to taking out “public liability” insurance, which is attached to the host agreement. UCA has taken out “public liability” insurance for its laboratories, which covers damages, which may be caused by temporary host staff working in the laboratories on a voluntary basis.

In addition, the researcher who has been invited to the laboratory commits to take out voluntary insurance, which covers the risk of accidents at work and work-related illnesses under article L 743-1 of the Social Security Code, provided it is not already covered by their main occupation in their home organisation.

**Article 11: Termination**

The Contract may be legally terminated in the event of a breach of contract by one of the Parties or of one or several of the obligations set out in the Contract’s clauses. This termination will only become effective after       (     ) days (adapt according to the duration of the contract) after the complaining Party has sent a registered letter with a request for acknowledgement of receipt, outlining why they are making the complaint, unless within that period the defaulting party has satisfied their obligations or has demonstrated proof of an impediment resulting from a case of force majeure

Termination of the Contract does not excuse the defaulting Party from fulfilling its contractual obligations until the termination comes into effect and this Party is liable for the damages eventually suffered by the complaining Party as a result of the early termination.

**Article 12: Disputes**

All disputes related to the interpretation or implementation of the Contract will be resolved amicably as far as possible.

The Contract gathers all of its articles and annexes:

Annex 1: Agreement on the assignment of rights

Annex 2: Rules of procedure

Annex 3: Acknowledgement of the rules of procedure

Annex 4: Information sheet (to be delivered electronically)

Annex 5: Proof of insurance for Mr/Ms

In Clermont-Ferrand, on

in 3 original copies

add the employee’s employer if necessary + no. of copies

Mathias Bernard

President of the University

of Clermont Auvergne

Laboratory

Director

Interested Party