

## FRAMEWORK AGREEMENT FOR SCIENTIFIC COOPERATION

2023 – 2028

### BETWEEN

**The Centre de coopération internationale en recherche agronomique pour le développement** (*French Agricultural Research Centre for International Development*) (CIRAD), a scientific and technical Public Industrial and Commercial Establishment (EPIC) founded by decree no. 84-429 dated 5 June 1984 and subsequently modified, headquartered at 42 rue Scheffer, 75116 Paris (France), registered on the Paris Trade and Companies Register under number 331 596 270, and duly represented by Mrs Elisabeth Clavier de Saint Martin, President Managing Director, herself represented by Mr François Roger, Regional Director for Continental Southeast Asia,

hereinafter referred to as “CIRAD”,

on the one hand,

### AND

**University of Agriculture and Forestry, Hue University** (HUAF), a research-oriented university, one of the leading universities in the field of agriculture and rural development of Vietnam founded by Decision No. 124/CP of Vietnamese Government Council, headquartered at 102 Phung Hung Street, Hue City, Vietnam, and duly represented by Assoc. Prof. Dr. Tran Thanh Duc, Rector,

hereinafter referred to as “HUAF”,

on the other hand,

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

## **WHEREAS:**

Having regard to the cultural, scientific and technical cooperation agreement between the Government of the Socialist Republic of Vietnam and the Government of the French Republic, together with an exchange of letters, signed on April 27, 1977.

Having regard to the scientific and technological cooperation agreement between the Government of the French Republic and the Government of the Socialist Republic of Vietnam, signed on March 7, 2007.

Considering the Agreement between the Ministry of Foreign Affairs of the French Republic and the Ministry of Science and Technology of the Socialist Republic of Vietnam for a joint program to support scientific mobility, signed on March 7, 2007.

Having regard to the framework agreement for scientific and technical collaboration in the field of agriculture and sustainable development between the Ministry of Agriculture and Rural Development of the Socialist Republic of Vietnam and Cirad, signed on November 3rd 2018.

Considering the license of the Vietnamese Ministry of Science and Technology establishing a Representative Office of a foreign Scientific and technological organisation in Vietnam signed on July 22, 2021.

Given that CIRAD has a mandate to generate and pass on new knowledge, in partnership with southern countries, to support agricultural development and to fuel the debate on the main global issues concerning agriculture, food and rural territories. As such, CIRAD's mission is to contribute to the sustainable development of tropical and Mediterranean regions and, in this capacity, to undertake research programmes, experiments and development programmes with those countries.

Given that HUAF has a mandate to train and provide high-quality human resources, advanced and effective scientific and technological products to promote agricultural and rural development for the Central and Central Highlands (Tay Nguyen) regions in particular, and Vietnam in general towards integration and development.

Given that both Parties wish to strengthen their cooperation through a contractual framework,

## **THE FOLLOWING HAS BEEN AGREED:**

### **ARTICLE 1 – PURPOSE**

The purpose of the present Framework Agreement (hereinafter the “Framework Agreement”) is to define the general framework for cooperation between CIRAD and HUAF.

### **ARTICLE 2 – AREAS OF COOPERATION**

The Parties may cooperate on any of the research activities listed in CIRAD's and HUAF's respective mandates, in particular:

- implementing joint research programmes,
- co-creating, regionalizing or internationalizing diploma-based training,
- implementing training and development activities for students and researchers,
- assessing the impact of research and innovation engineering,
- disseminating scientific and technical information,
- promoting research results.

## **ARTICLE 3 – FORMS OF COOPERATION**

**3.1.** Each joint research project (hereinafter “Project”) shall include a Special Agreement (hereinafter “Special Agreement”), which shall refer to the Framework Agreement and shall specify the particularities and practices of each Project, in particular:

- Project purpose, duration and site,
- scientific contents of the Project,
- methodologies and techniques implemented,
- implementation and monitoring rules for activities,
- support, study, education and research missions,
- full- or part-time staff profiles,
- Project managers and management and implementation practices,
- Project managers and scientific and financial monitoring and assessment practices,
- training grants required,
- facilities/equipment, material and financial resources,
- objectives, goals and results expected,
- intellectual property rights, in particular if results are promoted,
- responsibilities of each Party,
- exchanges, periodical reports,
- scientific cooperation with third parties,
- Special Agreement duration,
- specific provisions.

**3.2.** Each Party, within the limits of the financial, material and human resources provided for in the Special Agreements, shall facilitate cooperation by implementing education, training and research activities. Third parties may be called upon for certain activities. For CIRAD, particular reference is made to the Parties of the "Agreenium" Territorial Coordination Agreement (CCT), signed on 8 March 2021, involving the main French public higher education and research institutions in agronomic and veterinary sciences. Reference is also made to the members of the Montpellier University of Excellence Consortium (MUSE).

**3.3.** Each Party shall help the other Party learn and apply the laws and regulations of its State when implementing the Special Agreements.

**3.4.** In the event of conflict between the provisions of the Framework Agreement and those of a Special Agreement, the provisions specified in the Special Agreement shall prevail over those of the Framework Agreement.

## **ARTICLE 4 – CONTRIBUTIONS**

### **4.1. Resources**

To implement the Framework Agreement, the Parties shall strive to obtain the resources required for implementing the corresponding Projects, as soon as possible. For each Project, the Parties shall make employees, facilities, equipment and operating resources available. That availability shall be governed by the special provisions of the Special Agreement.

### **4.2. Information and resource exchange**

The Parties are committed to promoting the dissemination of knowledge and the circulation of the scientific information documents and the biological or physical resources required for implementing the Projects, in accordance with their respective legislations.

### **4.3. Training**

**4.3.1.** The Parties acknowledge that particular efforts should be made as regards staff training and development.



**4.3.2.** The Parties agree to train the other Party's research and technical staff, within the limits of their capacities and in accordance with the annual programme, provided that they have grants.

#### **4.4. Financing**

**4.4.1.** The Parties shall determine the Project support budgets.

**4.4.2.** The Parties are entitled to seek contributions to Project funding from third-parties.

### **ARTICLE 5 – CONFIDENTIALITY, PUBLICATION AND INTELLECTUAL PROPERTY**

**5.1.** Each Party agrees, for itself, its employees and for any third party involved in this cooperation, such as trainees, PhD students and subcontractors, not to publish, disclose or use, for purposes other than for implementing the Project in question, in any way, any confidential scientific, technical, industrial, financial or commercial information belonging to the other Party, which it may become aware of through the Framework Agreement and/or Special Agreements.

This obligation of confidentiality shall be effective for the duration of the Framework Agreement and for five (5) years following its termination.

**5.2.** Publications, reports and other documents which may stem from research activities implemented through the Framework Agreement or through a Special Agreement shall be published by mutual agreement between the Parties.

**5.3.** Any information, results, resources, know-how or processes obtained by a Party prior to or outside the scope of a Project and made available within the framework of a Project, remain the exclusive property of this Party.

**5.4.** Results obtained within the framework of Projects, hereinafter "Joint Results", are the joint property of the Parties in proportion to their respective contribution. They may be used freely, for their own research purposes.

**5.5.** Joint Results may be subject to protection through intellectual property rights. Intellectual property rights shall be filed on behalf of and at the expense of both Parties in proportion to their respective contribution.

**5.6.** The economic or industrial exploitation of the results, inventions or patents stemming from the research, shall be agreed by the Parties on a case-by-case basis.

### **ARTICLE 6 – RESPONSIBILITY**

**6.1.** For each Project, a manager shall be appointed, from one or other party, by mutual agreement between the Parties. The manager shall be backed up by a counterpart from the other Party.

**6.2.** The Parties shall ensure the effective implementation of the Projects and the quality of the employees they decide to assign to a Project. They are responsible for the scientific assessment of their own employees.

## ARTICLE 7 – DURATION

7.1. The Framework Agreement shall take effect from the date it is signed for a period of five [5] years and may be renewed by means of an amendment.

7.2. It may be amended by mutual agreement between the Parties.

## ARTICLE 8 – DISPUTES


8.1. The Parties shall strive to settle disputes amicably.

8.2. In the event of unresolved disagreement, the dispute shall be settled through diplomatic channels.

8.3. The contracting authorities/entities party to the framework agreement undertake to comply with the public procurement rules.

In Hue City, on 23/5/2023, drawn up in two (2) original copies,

For CIRAD  
  
Dr. François Roger,  
Regional Director  
for Continental Southeast Asia

For HUAF  
  
Assoc. Prof. Dr. Tran Thanh Duc,  
Rector

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